

DELHI METRO RAIL CORPORATION LIMITED



**Tender Document for Licensing of Built-up Shops at
Shahdara (Schedule-1) & Pratap Nagar (Schedule-2)
Metro Stations of Line – 1 of DMRC network
through Open Tender in two separate Schedules**

Tender No. 12310151/S

November-2023

**Metro Bhawan
Fire Brigade Lane, Barakhamba Road
New Delhi-11 00 01, India**

(Tender Document)

Tender Document for Licensing of Built-up Shops at Shahdara (Schedule-1) & Pratap Nagar (Schedule-2) Metro Stations of Line – 1 of DMRC network through Open Tender in two separate Schedules

Name and address of the Bidder to whom issued:

.....
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.....
.....

Date of issue.....

Issued by.....

Cost of Tender Document: Rs 29,500/- (Rupees Twenty Nine Thousand Five Hundred only) inclusive of 18 % GST, which is non-refundable.

DISCLAIMER

- I. This Tender Document for Licensing of Built-up Shops at Shahdara (Schedule-1) & Pratap Nagar (Schedule-2) Metro stations of DMRC network through Open Tender in two separate Schedules contains brief information of the available built-up shops, Eligibility requirements and details of the Selection process for the successful bidder. The purpose of the Tender document is to provide bidders with information to assist the formulation of their bid application (the 'Bid').
- II. The information contained in this Tender Document or subsequently provided to interested parties (the "Bidder(s)), in writing by or on behalf of Delhi Metro Rail Corporation Ltd. (DMRC) is provided to Bidder(s) on the terms and conditions set out in the Tender Document and any other terms and conditions subject to which such information is provided.
- III. This Tender Document does not purport to contain all the information that each Bidder may require. This Tender Document has been prepared with a view to provide the relevant information about the Built-up shops at Shahdara (Schedule-1) & Pratap Nagar (Schedule-2) Metro stations of DMRC network . DMRC advises each Bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this Tender Document and to obtain independent advice from appropriate sources. DMRC, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever regarding the accuracy, reliability or completeness of the information provided in this Bid Document.
- IV. Intimation of discrepancies in the Tender Document, if any, may be given, by the Bidders, to the office of DMRC immediately at the time of or before the pre-bid meeting. If DMRC receives no written communication by the stipulated timeframe, it shall be deemed that the Bidders are satisfied with the information provided in the Tender document.
- V. Any character or requirement for the built-up shops, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder.
- VI. This Tender Document is not an agreement nor it is an offer or invitation by DMRC to any party. The terms on which the licensed spaces are to be developed and the rights and obligations of the successful Bidder shall be as set out in a separate agreement to be executed between DMRC and the successful Bidder broadly in the format set out herein.
- VII. DMRC reserves the right to accept or reject any or all Bids without giving any reasons thereof. DMRC shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this Tender Document.

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CHAPTER-1: INTRODUCTION

- 1.1 Delhi Metro Rail Corporation Ltd. (DMRC), is a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) and has completed the Phase I, Phase II and Phase-III of the MRTS project for Delhi and NCR. The network of DMRC has now crossed the boundaries of Delhi and extended up to Noida, Ghaziabad in U.P. and Bahadurgarh, Faridabad & Gurugram in Haryana, Delhi Metro is carrying about 70 lakhs commuters on an average on daily basis with safety, punctuality, reliability and comfortably.
- 1.2 As part of its existing mandate Delhi Metro Rail Corporation (DMRC) has also undertaken to capture value from real estate in such a manner that on one hand it gives sustainable additional revenue to the corporation, and on the other hand facilitates DMRC commuters by providing one stop solution for their consumer needs. Through Tender, DMRC intends to select Licensee(s) to take up on 'License basis' the offered at Shahdara (Schedule-1) & Pratap Nagar (Schedule-2) Metro stations of DMRC network through Open Tender in two separate Schedules as mentioned in Annexure-1.
- 1.3 The specified built-up shops have captive commuter base and present a unique business opportunity for the retail players. Delhi Metro is having 59 Lakh average daily passenger journey.

CHAPTER-2: NOTICE INVITING TENDER

2.1 The stations of Delhi Metro are situated in the close proximity of commercial and residential hubs of Delhi city & NCR and are easily accessible from these areas. Apart from operating facilities for commuters, the selected Stations have commercial built up shops as detailed in Annexure-1. These Commercial built up shops are proposed to be licensed out for various commercial uses as detailed in this document through Tender. The specified spaces have a captive commuter base and shall present a unique business opportunity for the retail players.

2.2 DMRC invites Bids through open Tender from suitable participants who may be a reputed retailer/ manufacturer/ individual, sole proprietorship firm, a partnership firm ,a registered cooperative society or a company having its registered office in India & incorporated under the companies act 1956/2013 or a combination of these in the form of Joint Venture (JV) or Consortium having sound financial & technical strengths and having its registered office in India, for selection of Licensee(s) to grant Licensing of Built-up Shops at Shahdara (Schedule-1) & Pratap Nagar (Schedule-2) Metro stations of DMRC network through Open Tender in two separate Schedules as detailed in annexure 1 on “*as is where is basis*” for commercial utilization except for banned list of usages. List of Usages Banned/ Negative list (shops/inventories situated outside and having no commuter interaction):

- Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
- Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
- Sale of tobacco and tobacco products.
- ATM's
- Coal based cooking.
- Advertisement at any location and in any format.

List of Usages Banned/ Negative list (for other shops/inventories):

- Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
- Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
- Sale of liquor & alcohol based beverages or drinks.
- Sale of tobacco and tobacco products.
- ATM's.
- Advertisement at any location and in any format.
- Gas/ Coal based cooking strictly prohibited. However, provision of Gas Bank/ PNG may be permitted subject to approval of DMRC after fulfillment of various norms.
- Only electrical/ induction cooking of semi cooked food can be permitted in underground stations.

2.3 The conditions for Joint Venture (JV)/Consortium area are as under:

- i. The lead member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during the full tenure of License Agreement.
- ii. Any change in percentage stake of JV/Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee's event of default entitling DMRC to encash Interest Free Security Deposit/Performance Guarantee and/or to terminate the License Agreement after 30 days termination notice.
- iii. Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
- iv. All members of such entity shall be jointly and severally liable for the performance of License agreement.

2.4 Bidder shall undertake that they have not been banned from Business, as on date of Tender submission as per following:

- i) DMRC/ any other metro organisations (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer/bidder (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in Annexure 10 of Tender Document.
- ii) Also no contract of the tendered executed in either individually or in a JV/Consortium, should have been rescinded/ terminated by DMRC after award during last 03 years (from the last day of the previous month of a tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Annexure 10 of Tender Document.
- iii) In case at a subsequent date the successful bidder/licensee is found to have been banned for business as given above, DMRC shall have liberty to and have full rights to cancel the allotment of built-up shop and forfeit the Interest Free Security Deposit after adjusting any dues payable by the successful bidder/licensee. The tenderer should submit undertaking to this effect in Annexure 10 of Tender Document.

2.5 The bidders shall enclose with their application an undertaking stating/providing that all the necessary supporting documents, including duly certified audited accounts and financial statements have been provided. Schedule of Bidding through Open Tender Process:

Cost of Tender document (Non Refundable)	Rs. 29,500/- (Rs. 25,000/- + 18% GST) The Cost of Tender Document shall be accepted only in the form of RTGS/NEFT/IMPS in favour of “Delhi Metro Rail Corporation Ltd” and payable to /for credit of A/C of DMRC Ltd. with Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003.
Earnest Money Deposit	Schedule- 1 (₹ 2,00,000/-) Schedule- 2 (₹ 2,21,000/-) To be accepted online in form of RTGS/NEFT/IMPS as per above details in 2.5.
Sale of Tender Document (online only)	From 08-11-2023 to 11-12-2023 (up to 1500 hrs.) at e-tendering website: https://eprocure.gov.in/eprocure/app
Site Visit	Prospective bidders are requested to attend the joint site visit of built up shops on/from
Pre-Bid Conference	The pre-bid meeting shall be conducted on 15 th -Nov-2023 @ 11:00 hrs at 3rd Floor, A-wing, Metro Bhawan, Barakhamba Road, New Delhi-110001
Last Date of receiving written queries by DMRC	16 th -Nov-2023 up to 17:00 hrs
DMRC’s response to queries latest by	23 rd -Nov-2023 up to 17:00 hrs
Start Date & Time of Submission (e-tender) of Bid (online only)	04 th -December-2023 from 15:00hrs
Last Date & Time of Submission (e-tender) of Bid (online only)	11 th -December-2023 up to 15:00hrs
Date & Time of Opening of Technical Bids online	12 th -December-2023 at 15:00hrs
Validity of Bid	Up to 180 days from the last date of submission of bid.

2.6 Schedule of Various Stages: The Successful Bidder shall follow the following time lines:

Stage of Activity	Time Period
Payment of Interest Free Security Deposit to DMRC by Successful Bidder.	Within 30 days of date of issue of Letter of Acceptance (LOA)
Payment of Advance Quarterly License Fee OMC, etc. to DMRC by Successful Bidder.	Within 30 days of date of issue of Letter of Acceptance (LOA)
Signing of License Agreement	Within 30 days of receipt of full LOA payment
Vacant space to be handed over to Successful Bidder	Within 7 days of signing of the license agreement
Commencement of License Fee	Immediately after fitment period of 30 days (for area upto 60 sqm)/ 60 days (for area above 60 sqm and upto 100 sqm)/ 120 days (for area above 100 sqm and upto 200 sqm) or deemed handing over of built-up shops, whichever is earlier

Registration of Agreement	The registration of License Agreement shall be done within 30 days of signing of agreement by the licensee (registration fees, stamp duty etc to be fully borne by the licensee) and the duly registered documents to be submitted to DMRC for records.
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2.7 During the course of Pre-Bid conference, the participants may seek clarifications and put suggestions for consideration. DMRC shall endeavour to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by DMRC. DMRC's point of view/ response to queries will be uploaded on e-tendering portal <https://eprocure.gov.in/eprocure/app> and/or Delhi metro website at www.delhimetrorail.com. Individual communication shall not be issued to any bidder/participant. Only one representative of each interested participant shall be allowed to participate against a Built-up shop on production of valid ID card issued by Government.

2.8 Cost of tender document is non-refundable. The Cost of Tender Document and Bid Security amount have to be submitted online through RTGS/ NEFT/ IMPS for credit of the account as given in at Sr. No. 2.5 of the above table, by specified date and time i.e. before the last date & time of uploading of bid as per Sr. No. 2.5 of the above table, failing which the offer/ bid of such bidder shall be declared as ineligible and the said bid submitted shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from the last date of submission of bid. Bidders, who fail to submit the Cost of Tender Document and the Bid Security online on or before the prescribed date and time, shall be declared as ineligible and the Bid submitted by them shall be summarily rejected.

No other mode of payments will be accepted. The bidder will be required to upload scanned copies of transaction of payment of tender cost and bid security/ EMD including e-receipt (clearly indicating the UTR No. & tender Ref. No. i.e. _____ must be entered in remarks at the time of online transaction of payments, failing which the payment may not be considered) to be uploaded in online bid submission. The detail of Tender cost and EMD/ Bid security remitted as per above should be correctly uploaded & detail must match in the online submission failing which the payment may not be considered to be uploaded in online bid submission.

2.9 The information submitted in the Bid Document will be the basis for evaluating the bidders. Interested parties may participate in the tender process as per the instructions given in this document. Bidders are expected to carry out extensive survey of the specified built-up shops at DMRC premises before the date of bidding and make their own analysis at their own cost, before submitting their respective Bids for award of the License of a perspective site. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard.

2.10 Tender document can also be downloaded from DMRC's website www.delhimetrorail.com and may be submitted along with Tender cost & respective

EMD at the time of registration for the bidding process up to the time and date specified in the NIT. Bids submitted or registration done without cost of Tender document or/and respective EMD by the bidders who have downloaded the Tender document from DMRC's website, shall be out rightly rejected and they shall not be allowed to bid in the Tender process. Late/ delayed registration received after the stipulated date and time for registration of bidding process shall also be rejected out rightly.

2.11 Bidders are expected to carry out extensive survey of DMRC premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance to the prospective Bidders. The Bid submissions must be made online after uploading the mandatory scanned documents towards Cost of Tender Document, Bid Security and other documents as stated in Tender Document. All the uploaded files in Bid submission should be named properly and arranged systematically. No special character/ space should be there in the name of uploaded file.

2.12 In case of any grievances/complaints regarding this tender, please contact:

- i) Executive Director/ Property Business
Delhi Metro Rail Corporation Limited
3rd Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,
New Delhi -110001,
Email Id: gmpb@dmrc.org,
Phone No: 011-23418417.

- ii) Chief Vigilance Officer
Delhi Metro Rail Corporation Limited
1st Floor, A -Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,
New Delhi -110001,
Email Id: cvodmrc@gmail.com ,
Phone No: 011-23418406.
Website: <http://www.delhimetrorail.com/vigilance.aspx>

2.13 "Condition of contract on Safety and Health for Property Business contracts" uploaded in separate volume shall be integral part of the tender document.

CHAPTER-3:

ELIGIBILITY CRITERIA FOR BIDDERS

- 3.1. The Applicant may be any entity i.e. sole proprietorship firm, a partnership firm or a company having registered office in India & incorporated under the companies act 1956/2013 or a combination of above in the form of Joint Venture (JV) or Consortium having average annual turnover of **Rs. 17 lakhs for Schedule-1 & Rs. 30 lakhs for Schedule-2 from all sectors of business** in the last three financial years i.e. aggregate turnover of **Rs. 51 lakhs for Schedule -1 and Rs. 90 lakhs for schedule-2**-in the last 3 (three) financial years for Licensing Rights of Built up Shops & Bare Space at Shahdara, & Pratap Nagar Metro Stations respectively. The Applicant shall upload audited statement duly certified by its Statutory Auditor/ Chartered Accountant including Profit & Loss account statement of last three financial years and information as per Annexure-4.
- 3.2 The Applicant shall submit the audited annual reports/ Balance Sheets of last 3 years. (In the present case, it shall be for, F.Y. 2020-21, 2021-22 & 2022-23) along with certificate from statutory auditor/ chartered accountant as per Annexure-4. In case of JV/consortium, the financial audited reports of each relevant member of the consortium for last 3 years as above shall be submitted. If audited report for the latest F.Y. (2022-23) is not yet available, then the Applicant(s) is required to submit reports for F.Y. 2019-20, 2020-21 & 2021-22 along with an affidavit to this effect and a certificate from its statutory auditor certifying that the balance sheet for F.Y. 2022-23 has not been audited so far.
- 3.3 The Applicant shall submit an undertaking stating/ providing the necessary supporting documents, including audited accounts and financial statements. In case audited financial statement of last three (3) preceding years other than the last FY i.e. 2022-23 are not submitted, the bid shall be considered as non-responsive be shall not be evaluated.

In case there is a mismatch in submitted financial statement & CA certificate of turnover, then data in the financial statements will prevail. All the documents or certification which is provided by Chartered Accountants after 1st July, 2019 must contain UDIN thereon and the particulars of certifications must be same as mentioned on documents/ certification and submitted to ICAI on its website which can be verified online on <https://udin/icai.org/search>. For turnover upto 20.0 Lacs, bidder has to submit certificate from Chartered Accountant for turnover along with UDIN. No Financial Statement is required.

- 3.4 The Applicant shall submit an undertaking stating that the bidder has not been banned from Business as per Annexure-11.
- 3.5 The Applicant shall submit an undertaking for no dues pending for more than 90 day, as per Annexure-12.3.6 Increase of JV/Consortium an undertaking of complier JV & consortium conditions as per Clause 2.1 b (ii, iii, iv, v & vi), along with relevant documents vide Annexure-7, 8 and 9.

3.7 Adjustment of dues;

- a. Definition of Dues: Dues shall include any outstanding amount including but not limited to IFSD, Advance License Fee, Electricity Charges, Property Tax, Other Maintenance Charges, Interest, Other Charges etc. Licensee shall provide complete details of payments to DMRC. In case of non-submission of details of payment, following mechanism may be used to adjust unadvised payment received by DMRC: Any outstanding payment including but not limited to IFSD, Advance License Fee, Electricity Charges, Property Tax, OMC, Interest, Other Charges etc.

Following mechanism may be used to adjust unadvised payment received by DMRC:

- b. Any unadvised payments received from the licensee shall be adjusted towards the oldest statutory dues of Electricity, Water Charges, Other Maintenance Charges and Property Taxes (if payable by Licensee) in that order. A) Balance of unadvised payments shall be settled towards the oldest dues (FIFO basis) of IFSD, Advance License Fees , Utility area, Arrears of Rent, Parking Charges, Signage Charges, Interest, Penalty, etc. in that order.

Chapter- 4

TERMS AND CONDITIONS

- 4.1 The built-up shops indicated in Annexure-1 shall be offered on “as is where is basis” and DMRC shall provide
- (a) The built up shop in the form of a bare shell structure with plain/ concrete floors and walls, without internal finishes.
 - (b) Electricity will be as per terms and conditions indicated in Annexure-IV of Draft License Agreement.
 - (c) Licensee can use the parking facility where available/provided at metro station/s on usual charges for each entry.
 - (d) Infrastructure facilities such as electricity, water and sewage disposal are subject to availability and technical feasibility. Priority for supply/provision of all such services will be given after operational requirements of DMRC. The Prospective Bidders agrees voluntarily and unequivocally not to seek any claim, damage, compensation or any other consideration, whatsoever on account of non availability/ provision of these facilities.
- 4.2 The areas of Built up spaces/shops mentioned in Annexure-1 are tentative and are subject to variation/ change in area. Actual area shall be measured at the time of handing over of the built- up Shops. If there is any variation in area, the License Fee shall be charged on pro-rata/ actual area basis as per the rate of quoted license fees in per square meter per month for the respective built up shop. In case of Built-up area, the handed-over area measured from inside of the premises shall be considered for charging of License Fee. The licensee shall be bound to take over the Built up shops as per the actual allotted area. Moreover, the Successful bidder/ licensee shall not be entitled to demand any reduction in area of the shops/spaces.
- 4.3 The Successful bidder/ Licensee may be allowed for alteration/renovation, partitioning of the licensed built-up shops with the prior written approval of DMRC. In such case, no damage to any load bearing walls, columns or structural member or any service/ utility shall be permitted. Consequent to any alteration/renovation/partitioning of the licensed premise(s), for which prior approval in writing from DMRC has been taken by the licensee, if resulting in any increase/decrease in the handed over area, the variation shall not be considered for any change in the license fee or other payment terms. However, at the time of termination or natural completion of contract, DMRC reserves the right to ask the licensee to restore the licensed premises as per original allotment.
- 4.4 Permissible Usage of Space: The Built up Space can be put for any activity except banned list of usages. The Successful bidder/ Licensee shall not create, permit or allow any offensive odours to occur in or escape from the Licensed Space. Successful bidder/ Licensee shall ensure proper storage of its eatable products in such a way that there is no contamination or decay of consumable products or its raw materials. Cooking by gas bank/ PNG may also be permitted, if feasible only on the elevated stations, on case to

case basis. If permitted gas bank shall have to be planned by the licensee at ground floor. The Successful bidder/ Licensee may be permitted to change the usage of space during the currency of license subject to prior approval of the DMRC. The Successful bidder/ Licensee shall be responsible for taking prior approval from all the relevant legal and statutory authorities as per the applicable laws for operation of its business.

- 4.5 The license period of the Built up space/built up shops shall be for a period of Nine (09) years which shall commence from the date of first handing over of the shop or date of notice for taking over of possession or handing over or deemed handing over of the shop, whichever is earlier. **Further, the already licensed built up shops will be handed over to the licensee only after surrender/ termination/ natural completion by the present licensee and the license period of such shops shall be treated as co-terminus with the allotment.** The license can further be extendable for a period of 06 (six) years on mutually agreed terms and conditions The Successful bidder/ Licensee shall have option to exit from the License Agreement only after a lock in period of two years from the date of commencement of agreement. The Successful bidder/ Licensee shall have to issue 180 days prior notice to DMRC. Such prior notice intimation can be given after one and half (1 ½) years however option to exit will be available only after 2 (two) years. **No request whatsoever with respect to partial surrender shall be entertained. However, DMRC may require the licensee to vacate any allotted area for administrative/ operational requirements.** Security Deposit/ Performance Security of the Successful bidder/ Licensee shall be refunded after adjusting the dues, if any, to be payable by the Successful bidder/ Licensee.
- 4.6 The License fee and other charges/taxes shall commence and become payable immediately after a fitment period of 30 days (for area upto 60 sqm)/ 60 days (for area above 60 sqm and upto 100 sqm)/ 120 days (for area above 100 sqm and upto 200 sqm) from the date of handing over of the built up shops or date of deemed handing over whichever is earlier i.e., w.e.f the 31st/ 61st / 121st day, as the case may be, of such handover. The License fee +other charges+ GST shall be payable immediately after completion of the fitment period of 30 days (for area upto 60 sqm)/ 60 days (for area above 60 sqm and upto 100 sqm)/ 120 days (for area above 100 sqm and upto 200 sqm) and shall be charged until the termination/ completion of the agreement. The Successful bidder/ Licensee is expected to complete his furnishing / development work in all respects within this fitment period of 30 days (for area upto 60 sqm)/ 60 days (for area above 60 sqm and upto 100 sqm)/ 120 days (for area above 100 sqm and upto 200 sqm). No relaxation or further extension on any account will be given or considered. The Successful bidder/ Licensee voluntarily and unequivocally agrees not to seek any claim, Compensation on, damages or any other consideration whatsoever on account of not taking over physical possession of Scheduled/allotted shop on date of deemed handing over, if applicable.
- 4.7 The advance license fee for first quarter, shall be payable to the DMRC, prior to taking of possession as detailed in this Tender document i.e. within 30 days of date of issue of letter of acceptance. Thereafter, License Fee of subsequent quarter, along with other dues, shall be payable in advance by the Successful bidder/ Licensee to DMRC on

quarterly basis by the last working day of the previous running quarter.

- 4.8 A Half-yearly Other Maintenance Charges Fee of Rs. 360/- per sqm + GST as applicable for actual carpet area licensed would be payable to DMRC along with the advance license fee. This amount would be Rs. 432/- per sqm per half-year + GST, for actual carpet area licensed if the site has provision for supply of water.
- 4.9 The Successful bidder/ Licensee shall deposit & pay Interest Free Security Deposit/ Performance Security to DMRC, equivalent to Nine (9) months License Fee within 30 days of date of issue of LOA.
- 4.10 The License Fee, Other Maintenance Charges (OMC), etc. shall be increased & escalated by 5% per annum on compounding basis and the Interest Free Security Deposit/ Performance Security shall be increased & escalated by 20% on completion of every three (3) years of license period, on compounding basis. Water consumption charges to be increased by 5% after completion of every one year of license period on compounding basis.**
- 4.11 The Interest Free Security Deposit (IFSD) of minimum 35% or upto Rs 10 Lakhs of the IFSD/ Performance Security, whichever is higher, is in the form of DD/ PO/ RTGS/ NEFT in favour of DMRC Ltd. payable at New Delhi. Remaining 65% or above Rs. 10 Lakhs of the IFSD/ Performance Security may be submitted in the form of DD/ PO/ RTGS/ NEFT, Bank Guarantee/ FDR. Interest Free Security Deposit/Performance Security can be paid & deposited as follows:-

The DD/ PO/ RTGS/ NEFT, Bank Guarantee/ FDR issued for payment of Interest Free Security Deposit shall be in favor of DMRC Ltd payable at New Delhi and issued from a Scheduled Commercial Bank based in India, or/and

Irrevocable Bank Guarantee issued against Interest Free Security Deposit shall be in the prescribed format (Annexure-VIII of DLA) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, payable at/from its Branches located in Delhi/ NCR. The Bank Guarantee shall be valid at least for three years. The Bank Guarantee shall be renewed & extended for further period of at least 3 years well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked & encashed by DMRC without any prior intimation to the licensee. For last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked & en cashed by DMRC without any prior intimation to the licensee.

The scheduled commercial Bank issuing the above bank guarantee must be on the SFMS (structured financial messaging system) platform. A separate advice of the BG shall invariably be sent by the issuing bank to the designated bank of DMRC, through SFMS and only after this the BG shall become operative and acceptable to DMRC. It is therefore in the interest of licensee to request the BG issuing bank to send a separate

advice of the BG through SFMS. DMRC's designated bank at present for advising of bank guarantee through SFMS is detailed as under:

ICICI BANK Ltd.

9A, PHELPS BUILDING

CONNAUGHT PLACE, NEW DELHI-110001

IFSC CODE: ICIC0000007

Illustration: Case 1: If IFSD is calculated to be ₹ 15.0 Lacs, then first 10 Lacs in form of DD/ PO and remaining ₹ 5.0 Lacs, may be submitted in form of DD/ BG/ FDR. Case 2: If IFSD is calculated to be ₹ 100.0 Lacs, then first ₹ 35.0 Lacs (35% of ₹ 100.0 Lacs is higher than ₹ 10.0 Lacs) in form of DD/ PO and remaining ₹ 65.0 Lacs in form of DD/ PO/ BG/ FDR. In case of FDR, the concern bank to certify in Annexure-15.

- 4.12 Interest Free Security Deposit / Performance Security will remain unchanged for a variation of (+/-) 10% from tendered area, as there's a possibility of minor variation in area during handing over. In case of subsequent handing over of additional area to the licensee, Interest Free Security Deposit/ performance Security shall be updated and increased if the variation due to additional area is more than 10% of the main tendered area and it shall be deposited within fifteen (15) days of handing over of the additional area.
- 4.13 In case of a JV/ Consortium, the Interest Free Security Deposit/ performance security is to be submitted in the name of its JV/ Consortium. However, splitting of the Interest Free Security Deposit/ performance security (while ensuring the Interest Free Security Deposit/ performance security is in the name of JV/ Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.
- 4.14 The Successful bidder/ Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License Agreement.

4.15 Additional area

- a) If Licensee/ Successful bidder applies for additional "adjacent/ same area" (even for utility), upto 25% variation in tendered area within fitment period, the same shall be provided on pro-rata basis, if found feasible, on sole discretion of DMRC. For area beyond this time frame and/ or 25% variation range of tendered area, the same shall be provided on negotiated/ market rate, if found feasible, only on sole discretion of DMRC. DMRC is free to market, area beyond this time frame and/ or 25% variation on open/ limited/ single tender basis. Moreover any additional area taken within the fitment period shall have fitment period co-terminus with the fitment period of the original area handed over. Any area handed over beyond the fitment period will not have any fitment period. With a view to manage requirements of Licensee for Additional Area to expand their business, following Clauses are to be incorporated:
- 1) Additional area: Additional area may be allotted to existing Licensee based on availability and feasibility, subject to following:

- a. Additional area, adjacent/ adjoining to existing Licensed Space at same floor level, up to 25% of original allotted Licensed Space or upto maximum of 10 sqm, whichever is higher, and within fitment period may be allotted on pro-rata basis
- b. Additional area, if allotted on the terrace or basement for utility purpose (such as stand-by generators, air conditioning plants, water storage, antenna etc and other related equipment), shall be chargeable at 50% of the rate of applicable Licensee Fee for the main Licensed Premises.
- c. Beyond the fitment period and above 25% of tendered area, Any additional area, at same station/ other stations, may be allotted on mutually agreed terms and conditions.
- d. Alternate allotment of area on Operational Ground: Allotment of alternate space to existing Licensee wherein tendered or original allotted area is not handed over to Licensee due to any operational/ technical reasons at DMRC's end may be dealt as per following:
- e. On operational ground, the DMRC may ask the Licensee to shift Licensed Space to some other alternative location within the same or alternate stations. The Licensee is also bound to shift Licensed Space on the alternate jointly identified feasible location within the given time period on his own expenses on mutually agreed rates and terms & conditions. The Licensee unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration on this account on whatsoever reason. However, if Licensee is not willing to shift their Licensed Space to the alternate feasible Space due to any reason, the subject Licensed Space will stand withdrawn from License Agreement. If, the License Agreement is having only single Licensed Space, the License Agreement shall stand terminated and security deposit will be refunded after adjusting outstanding dues, if any.
- f. In case of subsequent handing over of any additional area to the licensee, Interest Free Security Deposit/ performance Security shall be updated if the variation due to additional area is more than (+) 10% of the initial tendered area and it shall be deposited within fifteen (15) days date of issue of LOA and before handing over of the additional area.
- g. Escalation of 5% per annum in the rate of license fee, OMC, etc. and 20% in every three years on compounding basis (i.e. 4th, 7th, 10th year and so on) on IFSD/Performance Security of any additional allotted area shall be in the line of the license agreement for the allotted shop.

4.16 Construction of mezzanine floor by Successful Bidder / Licensee shall be permitted, if feasible adhering to prescribed norms, after due approval from DMRC. Prospective bidders to quote their bid (s) keeping in view the availability of additional floor area in the form of mezzanine floor, subject to feasibility / norms & DMRC approval. No additional license fee shall be charged for creation of this additional floor in the form of mezzanine level. However, for areas/space with lower height, intermediate slabs may be permitted with approval of DMRC for storage of utilities. The same shall not be charged. However, at the time of termination / natural completion of contract DMRC reserves the right to ask the successful bidder to restore the licensed premises as per original

allotment. The applicable property tax/ service charge will however be charged & recovered from the licensee for the mezzanine floor, if any, also as applicable.

- 4.17 Awning: If the licensee installs an awning with a fixed/stretchable length of 3 feet to shield the premises/commuters from sunlight/rain/adverse weather conditions, the same shall not be charged. This proposal is only applicable to licensed premises having opening outside station building.
- 4.18 Dry and wet waste should be segregated from vendors who generate such waste. Thereafter, the party has to ensure its disposal accordingly.
- 4.19 The Successful bidder/ Licensee shall be entitled to sub-license the licensed shops/spaces during the subsistence of the License period with prior written approval of DMRC. However, for any such sub-license the following guiding principles shall be scrupulously observed.
- a) The Successful bidder/ Licensee shall prepare a draft standard format of the sub-license agreement, which they shall be required to sign with the sub-licensees for the use of the Licensed Space based on terms and conditions of License Agreement executed between DMRC and Successful bidder/ Licensee. All agreements or arrangements with the sub-licensees shall specifically have stipulation of a covenant that the sub-licenses shall be co-terminus with the termination of the License Agreement, including on sooner determination of the License Period for any reason whatsoever of termination of the sub-licensee's rights. The Licensee/ sub-licensee shall not have any claim or seek any compensation from DMRC for such termination.
 - b) The Successful bidder/ Licensee shall obtain the prior written approval of DMRC for such a format of standard Sub-License Agreement before its execution with the sub-licensee. In case, any subsequent deviation in this format of standard sub-license agreement is required, the Successful bidder/ Licensee shall again obtain prior approval of DMRC before entering into any agreement with the sub-licensee. DMRC reserves the sole right not to give consent/ approval to such a request and no compensation or claim on this account shall be entertained.
- 4.20 Electricity: The rules and guidelines for release of electrical supply for space are mentioned in Annexure-IV of Draft License Agreement. The power supply connection released for shops/spaces shall be based upon the Electrical Loads available from DMRC power network. However, if additional electrical load is required by the successful bidders, the same may be arranged by DMRC, if feasible, at the cost of successful bidders. Successful Bidder may provide split ACs, if required, at his own cost conforming to detailed specifications attached at Annexure-IV of Draft License Agreement. The licensee shall make provision for the installation of TOD Energy meter as per DERC guidelines. The Licensee shall pay a refundable electricity consumption deposit of Rs. 4500/- per KVA for sanctioning of electricity load as per requirement in the form of bank guarantee/e-pay/DD mode and no interest shall be paid by DMRC on this deposit. A nonrefundable one time electrical supervision charges of Rs 10,000/-(rupees Ten

Thousand only) per energy meter +GST as applicable would also be paid to DMRC.

- 4.21 For any renovation and/or alteration to the existing floor plan, structure, utilities, etc., the licensee shall be solely responsible for planning and design, preparation of additional drawings for existing/ modified spaces & utilities, obtaining all necessary prior permissions/ approvals from the concerned bodies/ departments, etc. all complete at its own cost. DMRC shall restrain itself only for forwarding the application for obtaining the required permission/ approval from the other bodies/ departments. The liasoning, risk, responsibility& cost, etc. in this regard shall be borne by the Successful bidder/ Licensee. However, DMRC may provide assistance wherever possible without any legal and/or binding obligation to facilitate the process.
- 4.22 Parking: If available parking facility may be used by the successful bidder. Parking facility for vehicles is available at the metro Station as applicable at the prescribed parking rates to be paid by the Successful bidder/ Licensee.
- 4.23 Surrendering/ withdrawal of the bid by the highest bidder after capturing of its bid during bidding process will lead to debarred from participating in the re-tender . Surrendering of license after payment of Interest Free Security Deposit/ Performance Security even without taking possession of Space shall lead to forfeiture of Interest Free Security Deposit/ Performance Security and all other payments made by the Successful bidder/ Licensee. The Successful bidder/ Licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever, on account of such forfeitures.
- 4.24 On completion/ termination of the License Agreement, the Successful bidder/ Licensee shall handover the shop to DMRC on as is where is basis within 30 days of such completion/termination. The Successful bidder/ Licensee shall be allowed to remove his movable assets like furniture, almirahs, air-conditioners, DG sets, equipments, etc. without causing damage to the structure. However, the Successful bidder/ Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the space.
- 4.25 A grace period of 30 days will be provided to the licensee for vacating the site after termination/completion of contract. No License Fee shall be charged for this period. Any utility utilized during Grace Period shall be chargeable as per the License Agreement. If, the licensee fails to vacate the licensed space/premises within the grace period, penalty of **twice** the prevalent monthly License Fee shall be charged for occupation for & beyond this 30 days period. Non-vacation of Licensed premises even after laps of Grace Period shall empower DMRC to take over the goods/ property treating at NIL value, even if it is under lock & key; and DMRC shall be free to dispose-off the goods/ property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/ damage after completion of Grace Period. If, Licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit/ Performance Security available with DMRC. No grace

period shall be provided to licensee, if licensee terminates the contract within the lock-in period. In case of non-vacation and forceful eviction of the inventory shall be done along with forfeiture of IFSD after adjustment of dues. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit/Performance Security available with DMRC. In case of natural completion of the contract grace period starts immediately after expiry of License Period of License Agreement. In case of surrender, the grace period shall start immediately after expiry of notice period that shall start from the date of request submission by Licensee, as approved by Competent Authority. In case of Termination, the grace period shall start with the date specified in termination order. For 0-30 days of grace period No License Fee but utility charges to be borne by licensee, for 31-60 days Double License Fee along with utility Charges will be borne by licensee., for further period from 61st day onwards double License Fee along with utility Charges will be borne by licensee and Forceful eviction of the inventory.

- 4.26 DMRC will bear the responsibility of paying the Property Tax in accordance with the rates and regulations set forth by the respective Civil Authorities at the outset of the financial year. Subsequently, any applicable Property Tax amount will be assessed and recouped from the licensee at the commencement of each subsequent financial year as per the sole discretion of DMRC. The licensee is obligated to make these payments directly to DMRC. Further, any disputes arising on this matter will not be entertained. The sum paid (Property Tax) by DMRC shall be treated as full & final settlement and the same is deemed to be due from respective licensee.”

The non-payment of aforementioned dues against property tax/ service charge within stipulated time frame shall be constituted as Material Breach of Contract of License Agreement and DMRC shall initiate proceedings as mentioned in relevant clause of License Agreement for material breach of contract condition.

In case of termination (pre-mature/ mature/ surrender) of license agreement, the property tax/ service charge shall be recovered from licensee on pro-rata basis for the actual period of occupancy only. DMRC can recover these dues from the Interest Free Security Deposit of the Licensee. The applicable property tax/ service charge will be charged & recovered for the mezzanine floor, if any, also as applicable.

CHAPTER-5:

INFORMATION & INSTRUCTIONS TO BIDDERS

- 5.1 The Bidders shall be required to submit the required/specified EMD/Bid Security as per annexure-1 for each shop for which the bid is to be made
- 5.2 The built up shops are being offered as per Annexure-1.
- 5.3 Cost of tender document is non-refundable. The Cost of Tender Document and Bid Security amount have to be submitted online through RTGS/ NEFT/ IMPS for credit of the account as given in at Sr. No. 2.5 of the above table, by specified date and time i.e. before the last date & time of uploading of bid as per Sr. No. 2.5 of the above table, failing which the offer/ bid of such bidder shall be declared as ineligible and the said bid submitted shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from the last date of submission of bid. Bidders, who fail to submit the Cost of Tender Document and the Bid Security online on or before the prescribed date and time, shall be declared as ineligible and the Bid submitted by them shall be summarily rejected.
- 5.4 Security: Successful bidder/ Licensee shall arrange its own security for its premises. Successful bidder/ Licensee shall provide additional security arrangement by deploying sufficient security personnel, CCTV, etc. with prior approval of DMRC.
- 5.5 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 5.6 Site/Space visit and verification of information: Bidders are advised to participate in the auction/bidding process after visiting the said premises and ascertaining themselves the conditions, traffic, location, surroundings, climate, availability of parking space, power, water and other utilities, access to station/ space, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant & necessary for its business. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard. After submission of Bid, no Bidder shall be permitted to seek any clarification/ document from DMRC.
- 5.7 It shall be deemed that by offering a Bid in the Bidding process, the Bidder has:
- a) made a complete and careful examination of the bidding documents & the offered shops/spaces;
 - b) received all relevant information from DMRC;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in bid documents;
 - d) satisfied itself about all matters, things and information hereinabove necessary and required for bidding, execution of the license agreement in accordance with the bidding documents and performance of all of its obligations there under;
 - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from DMRC, or a ground for

termination of the License Agreement by the Licensee;

f) Agreed to be bound by the undertakings submitted by it under and in terms hereof.

- 5.8 DMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Bidding Process, including any error or mistake therein or in any information or data given by DMRC.
- 5.9 At any time prior to the Due Date of Bidding, DMRC may, for any reason, modify the Bidding Documents by the issuance of Addenda/ Corrigenda which shall be placed on DMRC's website www.delhimetrorail.comonly. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, DMRC may, in its sole discretion, extend the Due Date of Bidding.
- 5.10 Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bidding Documents and the Bidder shall, when so required by DMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of DMRC there under.
- 5.11 Nothing in the Bid Documents or in any communication issued by DMRC or its advisers/ officers/ employees shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.
- 5.12 DMRC has the right to reject Bidders/ Applicants from further consideration before the start of the bid process if it has reason to believe or apprehend that the inclusion of the said Bidder or applicants may lead to misuse of the said shops/spaces, or any other threat to the smooth functioning of the metro rail operations.
- 5.13 If DMRC reasonably requests, the Bid Applicants shall provide evidence of their continued eligibility in a satisfactory manner acceptable to DMRC. Bidders are put on notice that they are liable for disqualification, if it is determined, at any stage of the bidding process, that the Bidders shall unable to fulfil the requirements of the project or of the eligibility criteria at this stage.
- 5.14 If the Bid Document has been downloaded online as stipulated in this Tender Document, the applicant undertakes not to tamper/ alter/ correct/ modify the document in any manner, whatsoever. DMRC will reject the bid out rightly, in case, it is found at any time that the bid document has been tampered/ modified/ altered, in any manner. In such case, DMRC reserves the right to cancel the agreement, forfeit all amounts paid/ deposited by the Successful bidder/ Licensee without prejudice to takes necessary legal action. The applicant voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration.
- 5.15 The bidder shall keep his bid valid for 180 days from the date of submission.
- 5.16 DMRC reserves the right to out-rightly reject conditional Bids without assigning any reason, whatsoever.
- 5.17 All provisions of the Delhi Metro Operations & Maintenance Act, 2002 and amendments thereto, shall be applicable/ enforceable on Licensees. As such Bidders are advised to

conduct themselves in an orderly manner.

- 5.18 After selection of successful Bidder, Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by DMRC to the Successful Bidder(s). The Successful Bidder(s) shall, within 07 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA as a token of acknowledgement and unconditional acceptance of the terms and conditions of the LOA. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, DMRC may, unless it consents to extension of time for submission thereof, cancel and withdraw the Letter of Acceptance and take action as per terms and conditions of Tender document.
- 5.19 The successful bidder shall pay the advance License Fee and OMC for first quarter + GST as applicable and other charges such as electricity consumption deposit (Rs. 4500/- per KVA) etc., along with interest free security deposit/ performance security within 30 days from the date of issue of letter of acceptance(excluding the date of issue of LOA) and only thereafter take possession of the licensed premises, within 7 days of signing of license agreement which shall be executed within 30 days of receipt of full LOA payment. Any request of/by the successful Bidders for seeking any clarification/ approval etc. from DMRC shall be considered only after submission of requisite amount of payment as per the LOA. In case, the bidder fails to submit the LOA payment including Interest Free Security Deposit/Performance Security within thirty (30) days from date of issuance of LOA, an extended period of further thirty (30) days, i.e. upto sixty (60) days from date of issue of LOA may be allowed by DMRC to make LOA payments along with penal interest for delayed payment of LOA amount which shall be payable to DMRC as follows:

Days from issuance of LOA	Rate of Penal Interest
Up to 30 days	NIL
31st to 45th day	@ 18% per annum on balance LOA amount remaining unpaid +GST
46th to 60th day	@ 24% per annum on balance LOA amount remaining unpaid +GST

The aforementioned interest is excluding GST and shall be charged for the entire period from the date of issue of LOA and on the balance amount remaining unpaid as per the LOA. The amount of penal interest shall be submitted in the form of RTGS/NEFT/DD/PO only, in favour of DMRC Ltd. & payable at New Delhi.

If the licensee fails to submit the required LOA payment including Security Deposit amount/any other amount required as per terms and conditions of LOA, within sixty (60) days of issue of LOA, the LOA may be cancelled and any amount submitted may be forfeited by DMRC and action shall be taken as per terms and conditions of bid document. After sixty (60) days from date of issue of LOA, if bidder fails to comply with the terms conditions of the LOA & make due payments there under, the LOA may stand cancelled and any amount submitted may be forfeited by DMRC and the tenderer shall be debarred from participating in the re-tender of this work and also will be debarred from participating in any tender of DMRC for a period as specified in draft license agreement. No further request for extension in making payment of LOA amount may be considered.

The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

- 5.20 If the Successful Bidder fails to pay the amount/dues in accordance with LOA within the extended period of maximum 60 days from the date of issue of LOA, DMRC shall have right to cancel the LOA and forfeit the EMD and any other part payment paid to DMRC. The bidder voluntarily and unequivocally agrees not to seek any claim, Compensation, damages or any other consideration whatsoever on this account.
- 5.21 On receipt of full amount in accordance with Letter of Acceptance, DMRC shall issue a taking over notice to the Successful Bidder to take over the Scheduled licensed shop on the specified date within 7 days from the date of signing of license agreement & after payment of dues in accordance with Letter of Acceptance. If the Successful Bidder fails to take over the Scheduled Shop on scheduled date mentioned in the letter of intent for whatsoever reasons, the Scheduled shop shall be deemed handed over on the 7th day from the date of signing of the license agreement as stipulated in Letter of Acceptance or on the intended date of handing over whichever is earlier. If DMRC fails to hand over any part of a Scheduled licensed shop within specified period, the Successful Bidder voluntarily and unequivocally agrees not to seek any claim, Compensation on, damages or any other consideration whatsoever on this account.
- 5.22 Successful Bidder shall sign the License Agreement within 30 days of making full payments as per the LOA. In case the licensee does not sign or delays the execution of the license agreement beyond 30 days, DMRC may terminate the contract and cancel the LOA and forfeit the IFSD & any other amount paid to DMRC. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement. Payment of stamp duty, if any, for executing the license agreement in pursuance of this Bid shall be borne by Licensee.
- 5.23 REGISTRATION OF LICENSE AGREEMENT:** The registration of License Agreement shall be done within 30 days of signing of agreement by the licensee (registration fees, stamp duty etc to be fully borne by the licensee) and the duly registered documents to be submitted to DMRC for records.

CHAPTER-6:

SUBMISSION OF BIDS BY BIDDERS

- 6.1 For participation in e-tendering process, the Bidder(s) has to be registered on e-tendering portal <https://eprocure.gov.in/eprocure/appupon> registration, they will be provided with a User ID and a system generated password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of bid process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid Class-II or Class-III digital signature. The Tender Document can only be downloaded or uploaded using Class-II or Class-III digital signature of the authorized signatory. If needed prospective bidder can be imparted training on ‘online tendering processes’.
- 6.2 The Bid should be furnished in the format at Annexure 2 to 14, clearly providing the details for fulfilling Eligibility Criteria. The Tender Documents shall be signed by the Bidder’s Authorized Signatory.
- 6.3 Bidders are required to submit non-refundable Cost of Tender Document (as specified in Notice Inviting Tender) online along with their Bid. The Cost of Tender Document shall be accepted only in the form of **RTGS/NEFT/IMPS in favour of “Delhi Metro Rail Corporation Ltd” and payable to /for credit of A/C of DMRC Ltd. with Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003.** The payment receipt of the tender document cost and bid security shall be submitted online at the time of bid submission. The Bids of the Bidders who fail to submit the Cost of Tender Document on or before the specified date and time shall be summarily rejected.
- 6.4 **Bid Security:**
- a) Bidders are required to submit refundable Bid Security as per NIT (as specified in Notice Inviting Tender) online along with their Bid. The Bid Security shall be accepted only in the form of **RTGS/NEFT/IMPS in favour of “Delhi Metro Rail Corporation Ltd” and payable to /for credit of A/C of DMRC Ltd. with Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003.**
- b) The Bid Security of unsuccessful bidders shall be refunded after award of License without considering any interest thereon. The Bid Security of the Selected Bidder shall be adjusted against the Interest Free Security Deposit/Performance Security.
- d) If the selected Bidder withdraws/alter their Bid at any stage, their Bid Security shall be forfeited by DMRC.
- 6.5 **Bid Variable:** The Bidder(s) shall quote the rate of license fee in per sqm/month “X” for space in both words as well as figures. If there is a discrepancy between words and figures, the amount in words shall prevail.

- 6.6 The bid shall be submitted by the bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this Tender Document. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same date and time as mentioned in the Tender Document. The offer of Bidder, who does not fulfill the Eligibility criteria, shall be summarily rejected. The Bidder shall enclose with their Bid an undertaking stating that all the necessary supporting documents, including audited accounts and financial statements, certificate(s) from their statutory auditors have been provided.
- 6.7 Technical Bid: The Bidder shall on or before the date and time given in the Notice Inviting Tender, upload their Tender on e-tendering portal <https://eprocure.gov.in/eprocure/app>. The Bidder shall ensure that a receipt is obtained for the submission of their Tender. Such receipt is being issued free of cost. The Bidder shall upload scanned copies of, subject to maximum of, following documents in Technical Bid:
- 6.7.1 Tender Document Cost deposit slip.
 - 6.7.2 Bid Security submission slip.
 - 6.7.3 Annexure-2 (Bid Application Form)
 - 6.7.4 Annexure-3 (Financial Bid Statement)
 - 6.7.5 Annexure-4 (General Information of the bidder)
 - 6.7.6 Annexure-5 (Power of Attorney for Signing of Application)
 - 6.7.7 Annexure-6 (Consortium Agreement/ Memorandum of Agreement)
 - 6.7.8 Annexure-7 (Affidavit to be submitted by all the bidders)
 - 6.7.9 Annexure-8 (Undertaking of Responsibility)
 - 6.7.10 Annexure- 9 (Certificate of statutory auditors/Chartered Accountant)
 - 6.7.11 Annexure-10 (Undertaking of not being banned / debarred from business)
 - 6.7.12 Annexure-11 (Undertaking of Responsibility (for bidder))
 - 6.7.13 Annexure-12 (Site Visit)
 - 6.7.14 Annexure-13(A) (Undertaking for dues in other Contract/s)
 - 6.7.15 Annexure-13(B) (Undertaking for contracts with DMRC)
 - 6.7.16 Annexure-14 (Undertaking for Downloading of Tender Document)

- 6.7.17 Attested copies of Memorandum of Association and Articles of Association in case of companies or bodies corporate and copy of partnership deed in case of the Partnership Firm.
- 6.7.18 In case of JV/Consortium, Annexure-6 and 8 – Consortium Agreement & Undertaking of responsibility
- 6.7.19 Self attested copies of the PAN Card and GST Registration Certificate (of lead member in case of JV/Consortium).
- 6.7.20 Copies of (duly audited and certified by a Statutory auditor/ Chartered Accountant) Profit and Loss Account/Balance Sheet of sole proprietor concern or a partnership firm or a company & of all members in case of JV/Consortium, Annual Report in case of a company as per the Companies Act.
- 6.7.21 Copy of the complete Tender Document and Addendum/ Corrigendum (if any) and replies to pre bid queries duly signed and stamped on each page by authorized representative of the Bidder as a token of acceptance of terms and conditions set out therein.
- 6.7.22 In addition, a declaration by the bidders, as per Annexure -14, must be submitted stating that the tender document has been downloaded. From official website of e-tendering portal <https://eprocure.gov.in/eprocure/app> and no changes, whatsoever, have been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.
- 6.7.23 In case any or all of the provisions mentioned above are not applicable, the Bidder should give a NIL statement/declaration to that effect. Non submission will not be considered as exemption.
- 6.8 Financial Bid: The bidder shall quote the Bid Variable as rate of "License Fee per Sqm/month "X" for space (Area in Sqm)" for Schedule-I & Schedule- II, in the Financial Bid form in both words as well as in figures as given in Annexure-3. If there is a discrepancy between words and figures, the amount mentioned in words shall prevail.
- 6.9 The documents including this Tender Document provided by DMRC shall remain or become the properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and submission of Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders and DMRC shall not return to the Bidders any Bid, document or any information provided along with Bid.
- 6.10 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Bidding Process. DMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

- 6.11 Pre-Bid Conference: The date and time for Pre-Bid conference of the Bidders has been notified in Notice Inviting Tender. During the course of Pre-Bid conference, the participants may seek clarifications and put suggestions for considerations. DMRC shall endeavour to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by DMRC. DMRC's point of view/response to queries shall be uploaded on website. Please note that individual communication shall not be issued to any participant.
- 6.12 It shall be deemed that by submitting a Bid, the Bidder has:
- 6.12.1 made a complete and careful examination of the bidding documents;
 - 6.12.2 received all relevant information from DMRC;
 - 6.12.3 Accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in tender document;
 - 6.12.4 Satisfied itself about all matters, things and information necessary and required for submitting the Bid, execution of the License Agreement and performance of all of its obligations there under;
 - 6.12.5 Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from DMRC or a ground for termination of the License Agreement by the Licensee;
 - 6.12.6 Acknowledged that they do not have a conflict of interest with bidding process; and
 - 6.12.7 Agreed to be bound by the undertakings provided by them under and in terms hereof.
- 6.13 DMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender document or the Bidding Process, including any error or mistake therein or in any information or data given by DMRC.
- 6.14 Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the tender document or the Bidding Documents and the Bidder shall, when so required by DMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DMRC shall not relieve the Bidder of their obligations or liabilities hereunder nor shall it affect any rights of DMRC there under.

6.15 Amendment of Tender Document:-

6.15.1 At any time prior to the Bid due date, DMRC may for any reason, modify the Tender Document by the issuance of Addendum/Corrigendum.

6.15.2 Any addendum/corrigendum issued hereunder shall be uploaded on the DMRC official website i.e. www.delhimetrorail.com and <https://eprocure.gov.in/eprocure/app> only.

6.15.3 In order to provide the Bidders a reasonable time for taking an Addendum into account or for any other reason, DMRC may, in its sole discretion, extend the Bid submission Date.

6.15.4 The Bidders are requested to be in touch with official website of DMRC i.e. www.delhimetrorail.com and <https://eprocure.gov.in/eprocure/app> for all updates of the Tender Document such as addendum/corrigendum, replies to queries, postponement of Bid schedules etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc.

6.16 Preparation and Submission of Bids:

6.16.1 Format and Signing of Bid: The Bidder shall provide all the information sought under this Tender Document as per the format.

6.16.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) who is (are) authorized to sign the Bid.

6.16.3 The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) online only in electronic format with digital signatures and after uploading the mandatory scanned documents towards cost of Tender Document, Bid Security and other documents as required in the Tender Document. The Tender Document Cost & Bid Security must be submitted online only in the form of RTGS/NEFT/IMPS in favour of "Delhi Metro Rail Corporation Ltd" and payable to /for credit of A/C of DMRC Ltd. with Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003. payable at "New Delhi" on or before the stipulated date & time (as specified in NIT).

6.16.4 The Bidders have to produce the original documents as and when required by DMRC. The failure of the Bidder or Licensee to furnish the said original documents will empower DMRC to summarily reject their Bid.

6.16.5 Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.

6.17 The Bidders should carefully note the following instructions:

1. The Bidders should ensure that the complete Tender Document has been downloaded.
2. The printout of Tender Documents should be taken on an 'A4' size good quality paper. The printout should be same as available on website. The print should be legible and indelible.
3. In case of any correction/addition/alteration/omission in the Tender Document, as made available by DMRC, is observed at any stage, the Bid shall be treated as non-responsive and shall be rejected out-rightly.

6.18 Late Tenders: Tenders have to be uploaded on e-tendering portal <https://eprocure.gov.in/eprocure/app> before the due date and time of tender submission. The tender security and cost of tender documents shall be submitted online in the form of **RTGS/NEFT/IMPS in favour of "Delhi Metro Rail Corporation Ltd" and payable to /for credit of A/C of DMRC Ltd. with Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003** payable at "New Delhi". It shall be the responsibility of the bidder to ensure that their tender security and cost of tender documents is submitted before the schedule date and time for submission of bid. Tenders document Cost & Bid Security received after due date and time of submission of Bid shall not be accepted. DMRC will not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The bidders are advised to upload their submissions well before the due date and time of tender submission to avoid any problems. DMRC shall not be responsible for tender security and tender cost delivered in other form to any other place/person in DMRC (like DAK section/Receipt Section, etc.) DMRC may, at its sole discretion, extend the deadline for submission of tenders by issuing an amendment. In such case, all rights and obligations of DMRC and the applicant previously subject to the original deadline will thereafter be subject to the deadline as extended. Notwithstanding anything contained in this Tender Document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

6.19 Applicants will not be considered if they make any false or misleading representations in statements/ attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, DMRC may annul the award. Further, the Applicant may be blacklisted for participation in any future Tenders of DMRC. In such a case DMRC shall forfeit the EMD (if any), Security Deposit (if any) &/or any other payments made to DMRC. The Bidder are required to download the addendum, post bid queries etc. from e-Tendering portal <https://eprocure.gov.in/eprocure/app>.

6.20 Tenders shall not be modified or withdrawn by the bidder after the date of submission. Withdrawal of tender during the interval between the date of tender submission and expiration of the tender validity period would result in forfeiture of the EMD.

6.21 Confidentiality: Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DMRC in relation to or matters arising out of or concerning the Bidding Process. DMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. DMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DMRC or as may be required by law or in connection with any legal process.

6.22 The bids shall be received electronically only through e-tendering web portal i.e. <https://etenders.gov.in/eprocure/app>. No bids will be accepted in physical form and in case it has been submitted in physical form, it shall be rejected summarily. Bids should be submitted before due date provided in the manner and form as detailed in this bid/tender document. DMRC will not be responsible for any delay in online submission of the bids due to any reason whatsoever. Any bid application received after due date and time as prescribed in bid/tender document shall be summarily rejected.

CHAPTER-7 :
INSTRUCTIONS FOR ONLINE BID SUBMISSION

7.1 General

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

7.2 REGISTRATION:

7.2.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.

7.2.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

7.2.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

7.2.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / n-Code / e-Mudhra etc.), with their profile.

7.2.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

7.2.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

7.3 SEARCHING FOR TENDER DOCUMENTS:

7.3.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

7.3.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

7.3.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

7.4 PREPARATION OF BIDS:

Bidder should take into account any Corrigendum / Addendum published on the tender document before submitting their bids.

Bidders are advised to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

Bidder, in advance, should get ready the bid documents to be uploaded as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

To avoid the time and effort required in uploading the same set of standard documents which are required to be uploaded as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

7.5 SUBMISSION OF BIDS:

Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

Bidder has to select the payment option as “online” to pay the tender fee / EMD as applicable and enter details of the instrument. Bidder should submit the EMD, cost of tender as per the instructions specified in the tender document. The details of the RTGS/NEFT/ECS should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected. DMRC shall not be liable for late submission.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

All the documents being uploaded by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

7.6 ASSISTANCE TO BIDDERS

7.6.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

7.6.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

7.6.3 For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:

Mobile Numbers: 91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874,

91 826246593 Tel: The 24 x 7 Toll Free Telephonic Help Desk Number 1800 3070 2232. Other Tel: 0120-4200462, 0120-4001002. E-Mail: ccpp-nic@nic.in

CHAPTER-8:
MISCELLANEOUS

- 8.1 The Tendering Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Tendering Process. During the bidding process no dispute of any type would be entertained. Even in such cases where DMRC asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute. All disputes between the successful bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement. The courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this License agreement.
- 8.2 DMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- 8.2.1 Suspend and/ or cancel the Tendering Process and/ or amend and/ or supplement the Tendering Process or modify the dates or other terms and conditions relating thereto;
 - 8.2.2 Consult with any Bidder in order to receive clarification or further information;
 - 8.2.3 Retain any information and/ or evidence submitted to DMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - 8.2.4 Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 8.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases DMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 8.4 Notwithstanding anything to the contrary contained in this Tender Document, the detailed terms specified in the Draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- 8.5 The Bidders, who have downloaded the Tender Document from the DMRC's website, should ensure that the complete Tender Document has been downloaded. The printout of Bid Documents should be taken on an 'A4' size good quality paper. The printout should be same as available on DMRC's website. The print should be legible and indelible. The downloaded Bid Documents should have tamperproof binding. In case of any correction/ addition/ alteration/ omission in the Tender Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.

CHAPTER-9

FRAUD AND CORRUPT PRACTICES

9.1 Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of LOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, DMRC may initiate the action as per terms and conditions of Tender document and NIT, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, DMRC may initiate the action as per terms and conditions of Tender document and NIT and DMRC shall be entitled to forfeit Interest Free Security Deposit / Performance Security and advance License Fee received as the case may be, as Damages, without prejudice to any other right or remedy available to DMRC under Bidding Documents and/ or License Agreement, or otherwise.

9.2 Without prejudice to the rights of DMRC under Clause 7.1 hereinabove and the rights and remedies which DMRC may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by DMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or Tender document issued by DMRC during a period of 2 (two) years from the date such Bidder is found by DMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

9.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “Corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with Bidding Process.
- (b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DMRC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

9.4 DMRC reserves the right to reject any Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by DMRC, the supplemental information sought by DMRC for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

9.5 In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by DMRC, that one or more of the Eligibility criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by DMRC to the Selected Bidder or the Licensee, as the case may be, without DMRC being liable in any manner whatsoever to the Selected Bidder or Licensee. In such an event, DMRC shall be entitled to forfeit Interest Free Security Deposit / Performance Security and advance License fee received if any, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to DMRC under the Bidding Documents and/ or the License Agreement, or otherwise

CHAPTER-10

BANNING POLICY

In case of any concealment or misrepresentation of facts, appropriate action(s), in accordance with tender conditions and “Suspension/Banning Policy, August 2019” of DMRC, shall be taken. The copy of “Suspension/Banning Policy, August 2019” of DMRC can be downloaded from tender section of DMRC website i.e. <https://www.delhimetrorail.com/pages/en/general-conditions-of-contract-miscellaneous>



SCHEDULE-1

Details of Commercial Built up Shops at Shahdara Metro Station (Vacant)

S/No	Shop No.	Station	Tentative area (sqm.)	Status
1	SHD_03	Shahdara	20.99	Vacant
2	SHD_04		8.11	Vacant
3	SHD_05		8.97	Vacant
4	SHD_06		8.22	Vacant
5	SHD_07		20.00	Vacant
6	SHD_08		20.00	Vacant
7	SHD_09		18.50	Vacant
8	SHD_10		18.68	Vacant
9	SHD_17		20.00	Vacant
10	SHD_18		20.00	Vacant
11	SHD_19		61.99	Vacant
			225.46	

Details of Commercial Built up Shops at Shahdara Metro Station (Occupied)

S/No	Shop No.	Station	Tentative area (sqm.)	Status
1	SHD_01	Shahdara	10.16	Leased
2	SHD_02		8.27	Leased
3	SHD_11		18.78	Leased
4	SHD_12		18.90	Leased
5	SHD_15		18.36	Leased
6	SHD_16		18.90	Leased
				93.37

SCHEDULE-2

Details of Commercial Built up Shops at Pratap Nagar Metro Station (Vacant)

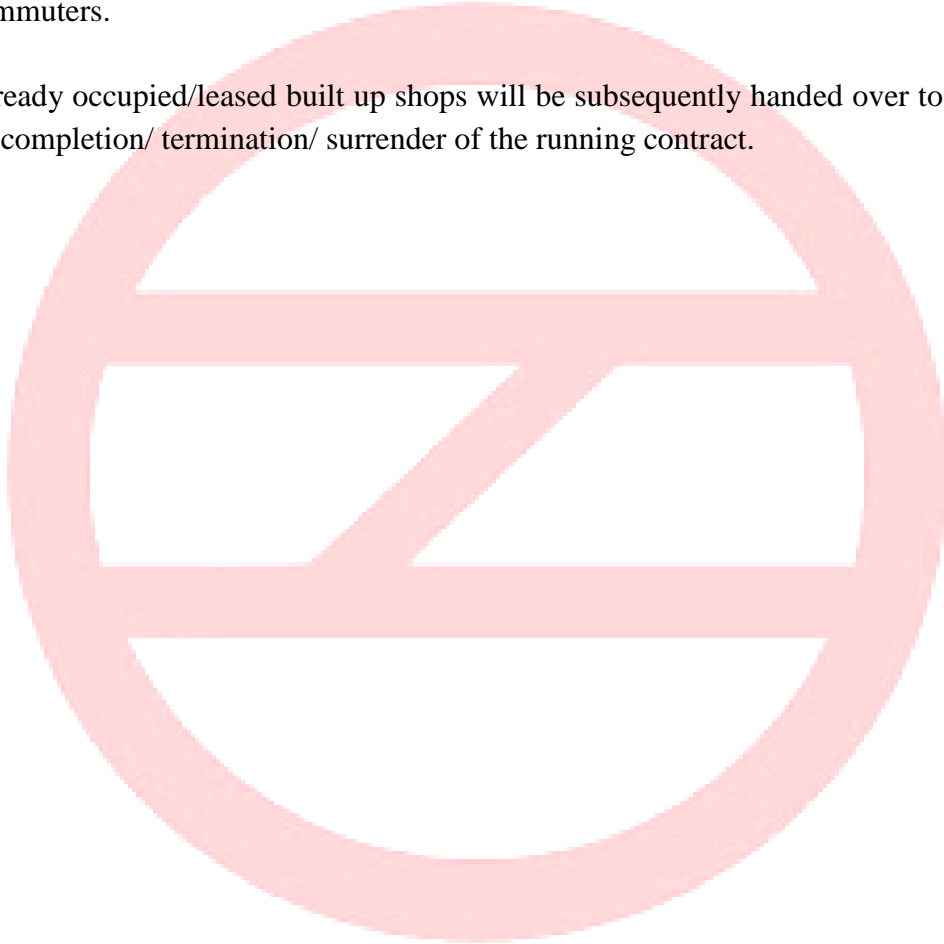
S/No	Shop No.	Station	Tentative area (sqm.)	Status
1	PRA_01A	Pratap Nagar	11.72	Vacant
2	PRA_03A		12.00	Vacant
3	PRA_04A		12.55	Vacant
4	PRA_05A		30.25	Vacant
5	PRA_06A		12.95	Vacant
6	PRA_08A		13.39	Vacant
7	PRA_09A		14.00	Vacant
8	PRA_01B		39.60	Vacant
9	PRA_03B		11.64	Vacant
10	PRA_04B		11.81	Vacant
11	PRA_05B		12.11	Vacant
12	PRA_06B		10.16	Vacant
13	PRA_01C		72.25	Vacant
14	PRA_02C		72.26	Vacant
15	PRA_03C		27.86	Vacant
16	PRA_05C		14.00	Vacant
17	PRA_06C		13.99	Vacant
18	PRA_07C		14.28	Vacant
19	PRA_08C		13.54	Vacant
20	PRA_09C		43.88	Vacant
21	PRA_11C		9.13	Vacant
22	PRA_12C		9.35	Vacant
23	PRA_13C		9.45	Vacant
24	PRA_14C		10.39	Vacant
25	PRA_15C		44.21	Vacant
			546.77	

Details of Commercial Built up Shops at Pratap Nagar Metro Station (Occupied)

S/No	Shop No.	Station	Tentative area (sqm.)	Status
1	PRA_02A	Pratap Nagar	11.81	Leased
2	PRA_07A		12.86	Leased
3	PRA_02B		16.96	Leased
4	PRA_04C		13.98	Leased
5	PRA_10C		44.43	Leased
			100.04	

Note-1: Areas indicated above are approximate. Actual area (carpet area) shall be measured at the time of handing over of built-up shops. The actual area will be measured and variation of area may occur. However the payment of license fees will be adjusted on pro rata basis as per the actual area allotted. Interest free security deposit will not be readjusted if the variation in area handed over is up to (+/-) 10% else security deposit will be readjusted according to area, handed over.

- Note-2:** All built-up shops offered on license basis are on “as is where is basis”. On this area the selected bidders is expected to carry out all works, as needed for commercial use.
- Note-3:** The built-up shops can be utilized for all commercial activities except for banned list of usages placed mentioned at 2.2 of this tender document.
- Note-4:** Interest free Security deposit/ Performance Guarantee amount is equal to 9 (Nine) months/.
- Note-5:** Parking- The parking facilities provided as part of the station parking may be used and all charges, fees and rules shall apply as applicable to the general public and the commuters.
- Note-6:** Already occupied/leased built up shops will be subsequently handed over to the bidder, on completion/ termination/ surrender of the running contract.



Annexure-2: Bid Application Form

(On Official letterhead of the Bidder)

No:

Dated:

To

**Executive Director/Property Business,
3rd Floor, 'A' Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110001**

Sub: Licensing of Built-up Shops at Shahdara (Schedule-1) & Pratap Nagar (Schedule-2) Metro stations of DMRC network through Open Tender in two separate Schedules.

Sir,

With reference to above subject, I/we, having examined the Tender Document and understood their contents, hereby submit my/our Bid for the aforesaid Licensing of Built-up Shops at Shahdara (Schedule-1) & Pratap Nagar (Schedule-2) Metro stations of DMRC network through Open Tender in two separate Schedules .The Bid is unconditional and unqualified.

1. I/ We acknowledge that DMRC shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to DMRC any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/ We acknowledge the right of DMRC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Tender Document, including Addendum / Corrigendum, if any, issued by DMRC; and
 - (b) I/ We do not have any conflict of interest in accordance with provisions of the Bid document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the Tender document, in respect of any Bid by or any agreement entered into with DMRC; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender Document, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- (e) the undertakings given by us along with the Application in response to the Bid for the above subject were true and correct as on the date of making the Bid Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the Tender document.
6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMRC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.
7. In the event of declaration as the Successful Bidder, I/we agree to enter into a License Agreement in accordance with Draft License Agreement duly corrected as per addenda /corrigenda, if any. We agree not to seek any changes in the aforesaid Draft License Agreement and agree to abide by the same.
8. I/ We have studied all the Tender Document carefully and also surveyed the Commercial Shops/spaces. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DMRC or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.
9. I/ We offer due Earnest Money Deposit to DMRC in accordance with the Tender Document. The documents accompanying the Bid, as specified in Bid, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.
10. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
11. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender document, Draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the Commercial Shops/spaces.
12. I/ We agree and undertake to abide by all the terms and conditions of the Tender document.

13. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
14. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the Bid.
15. I/ We hereby submit bid document i.e. Tender document and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

(Following declaration is to be submitted only by the Bidders who have downloaded the Tender document from DMRC's website)

I / We declare that the submitted Tender document is same as available on DMRC's website and E-procurement portal. I / We have not made any modification / corrections / additions etc. in the Bid Document. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the Bid Documents. In case at any stage, it is found that there is any difference in the downloaded Bid Documents from the original Bid Documents available at DMRC's website, DMRC shall have the absolute right to reject my/ our bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the Bid document.

Yours

(Signature, name and designation of the Authorised signatory)

Name and seal of Bidder/Lead Member

Date:

Place:

Annexure-3: Financial Bid Statement

Financial Bid

Name of the Bid: Licensing of Built-up Shops at Shahdara (Schedule-1) & Pratap Nagar (Schedule-2) Metro stations of DMRC network through Open Tender in two separate Schedules

Period of License: The tenure of the license Agreement shall be of 9 years extendable for further 6 years on mutually agreed terms & conditions after every three years of contract period from the date of first handover of built up shops with a lock in period of two (2) years shall be applicable for each extended tenure of the contract.

The Financial Bid is need to be filled in the Bill of Quantity (BOQ) format available on:

<https://eprocure.gov.in/eprocure/app>.

**Authorized signatory
Name & Seal of the Bidder**

Name: _____
Designation: _____
Company Name: _____
Address: _____
Tel (O): _____
Tel (R): _____

Annexure-4: General Information of the Bidder

(On letter head)

(by each member in case of JV/Consortium)

1. (a) Name :
 - (b) Country of incorporation :
 - (c) Address of the corporate headquarters :
 - (d) Address of its branch office(s) in India:
 - (e) Details of KYC documents submitted:
2. Details of individual(s) who shall serve as the point of contact/ communication for DMRC within the Company:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) Fax Number :
 - (g) E-Mail Address :
 - (f) Details of KYC documents submitted:
3. In case of Consortium/JV:
 - a. The information above (1 & 2) shall be provided for all the members of the JV/Consortium.
 - b. Information regarding role of each member :

Sl. No.	Name of Member	Percentage Stake in JV/Consortium	Role*
1			
2			
3			

* Specify whether Lead Member / Ordinary Member

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the Bidder with rubber stamp of the firm/company etc as applicable)

Designation

Place:

Date:

Annexure-5: Power of Attorney of Bidder

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, We _____ (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____

_____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Tender, including signing and submission of all documents and providing information / responses to DMRC, representing us in all matters before DMRC, and generally dealing with DMRC in all matters in connection with our Tender.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

Accepted

_____ (signature)

(Name, Title and Address) of the Attorney

Note: -

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

**** It should be on non-judicial stamp paper of Rs.100/- duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.**

Annexure-6: Consortium Agreement/ Memorandum of Agreement

(Duly stamped on non-judicial stamp paper of appropriate value)

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this _____ day of _____, 202_.

BETWEEN

Mr. _____ R/o _____
OR M/s _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE PART;

AND

Mr. _____ R/o _____
OR M/s _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the SECOND PART

AND

Mr. _____ R/o _____
OR M/s _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Bids for "Licensing of Built-up Shops at Shahdara (Schedule-1) & Pratap Nagar (Schedule-2) Metro stations of DMRC network through Open Tender in two separate Schedules" in terms of the Tender documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by DMRC for participating in the bid by the Consortium for which the Bid has been floated by DMRC.

AND

Whereas in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between them.

AND

Whereas all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/ MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for “Licensing of Built-up Shops at Shahdara (Schedule-1) & Pratap Nagar (Schedule-2) Metro stations of DMRC network through Open Tender in two separate Schedules” in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid “Space” in case the Consortium turns out to be the successful bidder in the bid being invited by DMRC for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for “Licensing of Built-up Shops at Shahdara (Schedule-1) & Pratap Nagar (Schedule-2) Metro stations of DMRC network through Open Tender in two separate Schedules”.
4. That the Consortium have agreed to nominate any one of _____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid, etc. and such other documents as may be necessary for this purpose.
5. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
 - (i) The Lead Member shall have _____ percent (____ %) of shareholding with reference to the Consortium for this specified license agreement.
 - (ii) The Participant Member shall have _____ (____ %) of shareholding with reference to the Consortium for this specified license agreement.
6. That in case to meet the requirements of bid documents or any other stipulations of DMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise

be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of DMRC.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (_____)
Authorized Signatory
(_____)
For (Name of company)

2. (_____)
Authorized Signatory
(_____)
For (Name of company)

3. (_____)
Authorized Signatory
(_____)
For (Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

Annexure-7: Affidavit

(To be submitted by all bidder/ consortium including each member of the consortium/bidder on Stamp Paper of Rs. 100)

I, S/o resident of
..... the(insert designation)
of the(insert name of the single bidder/consortium member if a consortium),
do solemnly affirm and state as follows :

1. I say that I am the authorised signatory of(insert name of company/ consortium member) (hereinafter referred to as “Bidder/Consortium Member”) and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.
2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation’s (hereinafter referred to as “DMRC”) Tender Document for Licensing of Built-up Shops at Shahdara (Schedule-1) & Pratap Nagar (Schedule-2) Metro stations of DMRC network through Open Tender in two separate Schedules [hereinafter referred to as “Space(s)”] and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/ information provided by us under this Bid and as may be deemed necessary by DMRC.
4. I say that if any point of time including the License period, in case DMRC requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DMRC.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Bid shall entitle us to be disqualified from the tendering process for the said project. The costs & risks for such disqualification shall be entirely borne by us
6. I state that all the terms and conditions of the Bid Document have been duly complied with.

DEPONENT

VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at, on this day of....., 2023.

DEPONENT

Annexure-8: Undertaking for Responsibility

(On Rs. 100/- stamp paper duly notarized)

_____ as a lead member of the consortium of ____ companies - namely _____ (Complete name with address) jointly & severely undertake the responsibility in regards to the license agreement with DMRC in respect of Licensing of Built-up Shops at Shahdara (Schedule-1) & Pratap Nagar (Schedule-2) Metro stations of DMRC network through Open Tender in two separate Schedules :-

1. That, we solely undertake that _____ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with license agreement pertaining to Commercial Shops/spaces at _____ Metro station with DMRC.
2. That, all consortium members are jointly or severely responsible for all commitments/ liabilities/ dues etc. to DMRC.
3. That, we further confirm that, the stake holding of lead member- _____ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties in the initial 2 (two) years lock in period of license agreement.
4. We also confirm that our consortium was made on Dt. _____, for seeking Licensing of Built-up Shops at Shahdara (Schedule-1) & Pratap Nagar (Schedule-2) Metro stations of DMRC network through Open Tender in two separate Schedules and in support of which a copy of our Board Resolution is attached with this Undertaking.

(Authorized/ CEO of all _____ consortium members to sign on undertaking with witness signatures)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Witness 1.
2.

Annexure-9

CERTIFICATE OF STATUTORY AUDITORS/CHARTERED ACCOUNTANT

(On the Letterhead of the statutory auditors/Chartered Accountant)

We have verified the relevant statutory and other records of M/s _____ [Name of Bidder], and certify that the cumulative gross turnover of M/s _____ (Name of the Bidder) in the last 3 completed financial years is Rs. _____.

Year wise detail of Annual Gross Turnover is as under:

Name of Bidder or member of JV	Annual Gross Turnover		
	2020-21	2021-22	2022-23
Name of Bidder or member(1) of Consortium/JV			
Name of Bidder or member(2) of Consortium/JV			
Name of Bidder or member(3) of Consortium/JV			
TOTAL			

Name & address of Bidder's Bankers:

Signature and Seal of the

Statutory auditor clearly

Indicating their membership number

Note: Turnover as brought out in the audited annual financial results is to be indicated in above table and certified by the statutory auditor of the Bidders.

All the documents or certifications which are provided by CA after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search>.

Annexure-10

UNDERTAKING FOR NOT BEING BANNED FROM/FOR BUSINESS
(On Rs. 100/- stamp paper duly notarized)

We do hereby undertake & confirm that DMRC/any other Metro Organisation (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries have not banned/debarred business with us as on the date of tender submission.

Also any work executed by us either individually or as a member in a JV/Consortium, has not been rescinded/ terminated by DMRC after award of contract to us during last 3 years (from the last day of the previous month of a tender submission) due to non –performance either on our own or as a member of JV/Consortium.

In case at a later date the above undertaking is found to be false or incorrect, DMRC shall have the right to cancel the allotment/license and forfeit all payments made by the licensee including the interest free security deposit after adjustment of all dues payable by the licensee.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members & duly counter signed by the authorised signatory of tenderer.

Annexure-11

Undertaking for Responsibility (For Bidder)

(On Rs. 100/- stamp paper duly notarized.)

_____ as a bidder for and on behalf of _____,
(Complete name with address) jointly & severely undertake the responsibility in regards to the license agreement with DMRC in respect of Licensing of Built-up shops:-

1. That, I/we Solely undertake that I/we _____ (Name of the bidder) shall conduct all transactions/ correspondences and any other activity in connection with License agreement pertaining to Built-up shops at _____ metro station with DMRC.
2. That, I/we are solely or severely responsible for all commitments/ liabilities/ dues etc. to DMRC Ltd. in respect of this allotment of Built-up shops at _____ metro station.

(Bidder to sign on undertaking)

Annexure-12

SITE VISIT DETAILS

1. **Shahdara:** Site Visit on at 09:00 hrs, Meeting point at Shahdara Metro Station near Customer Care.
2. **Pratap Nagar:** Site Visit on at 09:00 hrs, Meeting point at Pratap Nagar Metro Station near Customer Care.



Annexure-13(A)

(Undertaking for Dues in other contracts)

{To be submitted by bidder (single entity/ JV) and also by each member of JV/Consortium separately}

1.0 We, _____(name of the bidder)hereby undertake that we have following lease / license / concession agreement of DMRC property (ies) (as on the date of submission of this tender).

S. No.	Lease/Contract Agreement No.	Date of Start	Date of Completion	Due date of Payment of last pending invoice	Remarks

2.0 It is certified that, as on last date of submission of this tender, no dues are pending on our account for more than 90 days in any of the above agreement(s) either as a single entity or as a member of JV/consortium or SPV of JV/consortium/single entity.

Note: In case the bidder is not an existing lessee/licensee/concessionaire of DMRC, they may write “Not Applicable/Nil” in this Annexure.

Stamp &Signature of Authorized signatory of Bidder

Annexure-13 (B)

(Undertaking for Contract/s with DMRC)

{To be submitted by bidder (single entity/JV) and also by each member of JV/Consortium separately}

1.0 We, _____ (name of the bidder) hereby undertake that we have following lease/license/concession agreement of DMRC property(ies) (as on last date of submission of this tender).

Sr. No.	Lease/ Contract Agreement No.	Date of Start	Date of Completion	Date of taking over of leased / licensed space / premises	Date of handing over (vacate) of leased / licensed space / premises	If provision of moratorium period, the date of end of moratorium period	Date on which Escrow account opened & Account No.	Remarks

We, (either as a single entity or as a member of JV/consortium or SPV of JV/consortium/single entity) hereby certified that on last date of submission of this tender:-

- a. There is no outstanding delay in vacation of the leased/ licensed space/ premises within the grace period (if provided) after completion of the tenure of the lease/premature terminated/ surrender.
- b. There is no outstanding delay, on our account, is taking over the space/ premises leased/ licensed to us.
- c. There is no outstanding issue of encroachment on the common areas/ circulating areas or any other space which is not leased/ licensed to us.
- d. We have opened the Escrow account for the license/lease agreement(s)of DMRC in which there is a provision of opening of escrow account.
- e. We are ensuring that sub-lessees are making all the payments whatsoever through escrow account and remits all DMRC dues through said Escrow account, if Escrow account is opened.

Note: In case the bidder is not an existing lessee/licensee/concessionaire of DMRC, they may write “Not Applicable/Nil” in this Annexure.

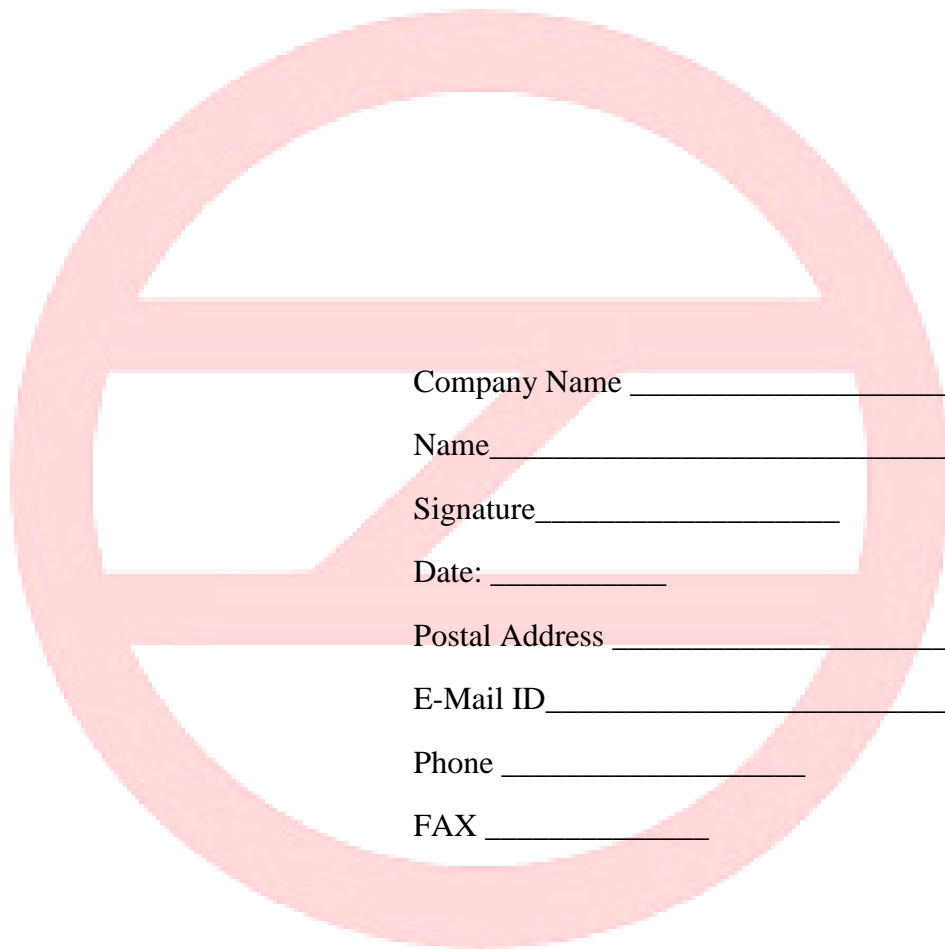
*Strike over which is not applicable.

Signature of Authorized signatory of Bidder

Annexure-14

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

I/We here by confirm that, I/we have downloaded/ read the complete set of tender documents/ addendum/corrigendum/ clarifications along with the set of enclosures uploaded on <http://www.delhimetrorail.com>. I/We confirm that we have gone through the Tender Documents/ addendum/ corrigendum and clarifications up to date of bidding. I/We confirm our unconditional acceptance for the same. We/ I hereby give our acceptance to all the terms and conditions of the Tender Document.



Company Name _____

Name _____

Signature _____

Date: _____

Postal Address _____

E-Mail ID _____

Phone _____

FAX _____

Company Seal:

FDR Format

To,
Delhi Metro Rail Corporation Limited
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road.
New Deihi-11 0001

Date: DD/MM/YYYY

Dear Sir/ Madam.

Sub: Issuance of FDR Amounting to ₹..... Valid till

It is hereby certified that FDR bearing number..... dated..... Amounting to ₹.....(amount in figure and words) has been issued by (Name of the Bank) branch address..... the maturity value is ₹..... on dated

The FDR has been issued on the request of M/s (Name of the contractor) under the contract No-..... This FDR can be redeemed without involving the contractor M/s (Name of the contractor) on demand of M/s Delhi Metro Rail Corporation Limited.

This FDR has been issued by authorised signatory of the bank.

For or on behalf of (Name of the Bank)

Signature.....

Name.....

Designation.....

Stamp of Bank.....



DELHI METRO RAIL CORPORATION LIMITED



Licensing of Built-up Shops at Shahdara (Schedule-1) & Pratap Nagar (Schedule-2) Metro stations of DMRC network through Open Tender in two separate Schedules

(License Agreement)

Bid No. _____

November -2023

Delhi Metro Rail Corporation Ltd.

Metro Bhawan
Fire Brigade Lane, Barakhamba Road,
New Delhi-110 001
India

License Agreement for Licensing of Built-up Shops at Shahdara (Schedule-1) & Pratap Nagar (Schedule-2) Metro stations of DMRC network through Open Tender in two separate Schedules

Name and address of the Licensee to whom issued:

M/s _____

Date of issue.....

Issued by.....

Place.....



ARTICLE: 1
LICENSE AGREEMENT

Agreement No. _____ of Year 2023

This Agreement entered into at Delhi on this the _____ day of _____, **2023** between Delhi Metro Rail Corporation Ltd. incorporated under the Companies Act-1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India, hereinafter referred to as the “Licensor” or “**DMRC**” (which expression shall unless repugnant to the context or meaning thereof include it’s successors and assigns) of the **First Party**.

AND

_____ hereinafter called as the “Licensee” through its duly authorised signatory Smt./Sh. _____ (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **Second party**.

WHEREAS

- (a) **DMRC**, with a view to augment its earnings through non-operating revenue had invited bids in an open tender from the public/interested parties for Licensing of Built-up Shops at Shahdara (Schedule-1) & Pratap Nagar (Schedule-2) Metro stations of DMRC network through Open Tender in two separate Schedules. DMRC has received a bid/offer during the tender process for licensing of a commercial space i.e. built-up shops (as per Annexure-I) from _____. Based on the highest bid received from the successful bidder during the process of open tender from various Bidders, the successful bidder _____ hereinafter called as the licensee has been selected for assigning the **licensing rights of Built-up Shops (Annexure-I), on “as is where is basis”**. **Further, the already licensed built up shops will be handed over to the licensee only after surrender/ termination/ natural completion by the present licensee and the license period of such shops shall be treated as co-terminus with the allotment.**
- (b) DMRC has agreed to provide to the Licensee, for commercial utilization of Built-up-Shop (Annexure-I) on “as is where is basis”, on payment of license fee and other charges to DMRC on the terms and conditions hereunder contained in this License Agreement.
- (c) Licensee shall commission, manage, operate, maintain, sub-license and vacate the licensed shops (through proper License Agreement) allotted to them at DMRC’s station as specified in this Agreement at its own cost.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- A. The following documents shall be deemed to form an integral part of and be read and construed as part of this agreement in the following order of their priority, namely:
- i) This License Agreement.
 - ii) Letter of Acceptance No _____ dated _____.
 - iii) The written clarifications and corrigendum issued to the Bidders if any and reply to pre bid queries.
 - iv) Request for Proposal (RFP), Tender Document & Draft License Agreement.
 - v) Any other document of DMRC and Licensee forming part of the Bidding Process.

The Licensee hereby covenants as follows: -

- i) Licensee hereby assumes responsibility for Built up Shops as specified in Annexure-I. Licensee shall be responsible to manage, operate, maintain, sub-license and vacate the licensed shop as specified in this Agreement at its own cost. The said shop and its layout plans & interior designs proposed by the Licensee are subject to prior approval by DMRC in writing with regard to operational feasibility, aesthetics, and safety and security concerns of the metro network.
- ii) Licensee irrevocably agrees to make all payments including license fee and applicable taxes as per this Agreement as and when due, without delay or demur, without waiting for any formal advice from DMRC in this regard.
- iii) The Licensee confirms having examined the potential location in detail and fully understands and comprehends the technical requirements of the Shops. The Licensee also confirms full satisfaction as to the business viability of licensing the shops and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of license fee and other amounts due to DMRC under this License Agreement.

B. That DMRC and Licensee represent and warrant that they are empowered, authorized and able to make this agreement.

In Witness whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

...../...../2023

...../...../2023

(.....)

(.....)

Authorized Signatory

**FOR AND ON BEHALF OF
DELHI METRO RAIL
CORPORATION LIMITED**

**FOR AND ON BEHALF OF
LICENSEE**

In Witness whereof the LICENSEE and the DMRC have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses:

DMRC

LICENSEE

ARTICLE: 2

DEFINITIONS

- (a) **“Agreement”** means the License Agreement to be executed between DMRC and the selected/successful Bidder/applicant in the format approved by DMRC and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- (b) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- (c) **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the “Shop” during the subsistence of this Agreement.
- (d) **“As is where is basis”** means licensee shall be licensed the said shop, equipments, installations, fittings and fixtures on ‘as is where is basis’ and the licensee shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of DMRC in writing and when permitted by the licensor the said additions and alterations shall be carried out by the licensee at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the licensed Shops rather licensee shall be required to hand over the licensed shop in original condition at the end of license period.
- (e) **“Bid”** means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by DMRC to the Bidders, the Proposal submitted by the successful Bidder (Licensee) in response to the Bid Notice in accordance with the provisions thereof.
- (f) **“Bidder”** means any entity who maybe an individual or a sole proprietorship firm, a cooperative society registered under coop-societies act, a partnership firm or a company registered under the companies act 1956/2013 & having registered office in India, or a combination of above in the form of Joint Venture (JV) or consortium.
- (g) **“Bid Security”** means the refundable amount to be submitted by the participant Bidder (Bidder) along with RFP documents/bid to DMRC.
- (h) **“Change in Law” means the occurrence or coming into force of any of the following after the date of signing this Agreement:-**
- i) The enactment of any new Indian law
 - ii) The repeal, modification or re-enactment of any existing Indian law
 - iii) Any change in the rate of any Tax

Provided that Change in Law shall not include:-

- i) Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement
- or
- ii) Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.
- (i) **“Commencement Date or Handover Date”** means the date on which shop is handed over by DMRC to the licensee, in accordance with the terms of this agreement.
- (j) **“Damages”** shall mean any claim of DMRC against the licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which DMRC shall be entitled to claim and adjust the Security Deposit.
- (k) **“DMRC”** means Delhi Metro Rail Corporation Limited, a joint venture of Govt. of India and Govt. of National Capital Territory of Delhi incorporated under the Companies Act, 1956.
- (l) **“Interest Free Security Deposit”** means interest free security deposit to be furnished by licensee to DMRC as per terms and conditions of license agreement, to be released after successful completion of license period.
- (m) **“License”** means the licensing rights granted by DMRC to the selected bidder for the specific commercial activity as detailed in the License Agreement/LOA (excluding banned list of usage of premises) inside built-up shops at approved location at metro station, based on the terms and conditions of the License Agreement.
- (n) **“Licensee”** means the selected successful bidder, who has executed the license agreement with DMRC pursuant to bidding process for carrying out commercial activities (excluding banned list of usage of premises) at approved location of metro station.
- (o) **“License Fees”** means the amount payable by the licensee to DMRC as per terms and conditions of the license agreement along with any kind of Central or State Taxes, local levies, statutory dues, GST etc. that may be payable by the licensee as per prevalent law.
- (p) **“License Period”** means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the date of this Agreement.
- (q) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.

- (r) **“Selected Bidder”** means the bidder who has been selected by DMRC, pursuant to the bidding process for award of license.
- (s) **“Shop”** means built-up area namely the specified shop at the selected metro station for commercial utilization as detailed in the Annexure-I given on license basis by DMRC to the licensee under and in accordance with this Agreement.
- (t) **“Sub Licensee”** mean all persons who are allowed by the licensee to use the built up shop and facilities in the specified area as per the Terms & Conditions of sub-license agreement to be executed after approval from DMRC.
- (u) **“Tax”** means and includes all taxes including GST, fees, cesses, levies that may be payable by the licensee under the Applicable Law to the Government or any of its agencies.
- (v) **“Termination”** means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this Agreement.
- (w) **“Termination Date”** means the end of the license period from the commencement date or date of sooner determination of the license period in accordance with the terms of this Agreement whichever is earlier.

ARTICLE: 3

GRANT OF LICENSE

- 3.1 Built up shops are being offered for licensing, as detailed in **Annexure-I**. The built-up shops shall be handed over to the licensee for commercial activities (except for banned activities/negative list as per **Annexure-II A & B**), as per **Annexure-VI**, within 7 days from the date of signing of the License Agreement which shall be executed within 30 days of receipt of full payment of dues as per the LOA. The Actual area (carpet area) shall be measured at the time of handing over of the said shop and variation of area may occur from the tendered area. However the payment of license fees will be adjusted on pro rata basis as per the actual area allotted and handed over. Interest free security deposit will not be readjusted if the variation in area handed over is up to (+/-) 10% else security deposit will be readjusted according to actual area handed over. In this case the **Shops as per Annexure-1**, admeasuring _____sqm (approx.) at _____ Metro Station will be handed over to the Licensee within 7 days of signing of the license agreement. **Further, the already licensed built up shops will be handed over to the licensee only after surrender/ termination/ natural completion by the present licensee and the license period of such shops shall be treated as co-terminus with the allotment.**

TENURE OF LICENSE

- 3.2 Licensing Rights of built-up shop shall be for a period of **nine (9) years** from the date of handing over of the shop or date of deemed handover whichever is earlier, unless otherwise terminated by DMRC or surrendered by the licensee at an earlier date. The license shall be further extendable for the period of 6 (six) years on mutually agreed terms and conditions. The tenure of License Agreement shall commence from the date of handing over of possession of the shop or date mentioned in letter or notice for handing over possession/date of deemed handover of the licensed shop, whichever is earlier.
- 3.3 The licensee shall have an option to exit from the License Agreement only after a lock in period of two (2) years from the date of commencement of agreement. For this Licensee shall have to issue 180 days prior notice to DMRC:
- (i) The licensee shall have an option to exit from the license agreement immediately after completion of lock-in period of two (2) years. For this, the licensee shall give 180 days prior intimation/notice to DMRC which can be given before completion of the defined lock in period. In this case, prior intimation of 180 days can be given after 1 ½ (one and half) years. However, option to exit will be available only after two (2) years. In such a case balance interest free security deposit / performance security of the licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of the licensee to DMRC. DMRC may also recover the balance outstanding dues, if are more than interest free security deposit/ performance security, from the other contracts of the licensee in DMRC. Balance outstanding dues, if are more than interest free security deposit/performance security, shall also be recoverable from the licensee before licensee is permitted to

remove their establishment(s) or else DMRC will seize their property treating at “Zero” (0) or “Nil” value. DMRC shall be free to dispose off the said property/goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/ damages in this regard.

- (ii) If the licensee is desirous of surrendering/terminating the license after expiry of lock in period of two (2) years but without serving any intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such improper/short intimation period. In such cases, the interest free security deposit/performance security shall be refunded to the licensee after adjustment of license fee for period shorter than 180 days (NOTICE PERIOD) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than interest free security deposit/performance security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than interest free security deposit/performance security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating at “Zero” (0) or “Nil” value. DMRC shall be free to dispose off the said property/goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/ damages in this regard.
- (iii) If the licensee is desirous of terminating the license hereby created before expiry of lock in period of two (2) years, the license agreement shall deemed to be terminated on the date mentioned in termination/surrender notice, subject to confirmation by DMRC. In such a case, the balance interest free security deposit/performance security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than interest free security deposit/performance security, from the other contracts of the licensee in DMRC, balance outstanding dues if are, more than interest free security deposit/performance security shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating at “Zero” (0) or “Nil” value. DMRC shall be free to dispose off the said property/goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/ damages in this regard.

3.4 However, if the licensee is desirous to surrender the licensed shop before the lock-in period of two (2) years, the interest free security deposit shall be forfeited by DMRC after adjustment of all dues payable by the Licensee to DMRC.

LICENSE FEE

3.5 The built-up shop shall be handed over to the licensee within 7 days of signing of the License Agreement which shall be executed within 30 days of receipt of full LOA payment. The license fees for the said shop shall commence w.e.f. the 31st day from/of date of handover of the shop or date of deemed handing over whichever is earlier

considering 30 days fit out period for preparation/ renovation of licensed shop/ space and shall be charged till the termination/ completion of agreement.

3.6 The Licensee agrees voluntarily and unequivocally to make all payments to DMRC as may be due before the due date, without waiting for any formal advice from DMRC. In the events of non-receipt of any invoice, the Licensee agrees to collect the same from the office of authorized representative of the Licensor.

3.7 The tentative quarterly license fee of Rs. _____/- (Rupees _____ only) plus GST as applicable (@18% at present) shall be paid on quarterly basis in advance to DMRC by the last day of the previous running quarter. The accepted rate of license fee is **Rs. _____/- (Rupees _____ only) per Sqm per Month** as shown in the letter of acceptance issued to M/s _____ vide Letter No. _____ dated _____ duly accepted by the Licensee. This has also been illustrated below for better understanding of licensee :-

- | | |
|--|--|
| ▪ The Billing Cycle | 1 st Jan –31 st Mar |
| ▪ Period for the issue of invoice | 1 st Dec - 15 th Dec |
| ▪ Last Date of payment of Dues to DMRC | 31 st Dec |

The licensee shall preferably make payment of advance Half Yearly License Fees to DMRC by E-mode i.e. RTGS/NEFT after obtaining prior approval of DMRC as per Annexure-III, III(1) & III(2). The payment of dues can also be made by DD/P.O. in favour of DMRC Ltd. issued by a scheduled commercial bank and payable at New Delhi. **Moreover the licensee is advised to make the payments preferably through the payment portal available on DMRC's official website i.e. <https://services.billdesk.com/MercOnline/web/delhi-metro/pay>**

3.8 A Quarterly Other Maintenance Charges of Rs 360/- per sqm+ GST/taxes as applicable, for actual carpet area licensed shall be payable to DMRC along with the advance license fee. This amount shall be Rs. 432/- per sqm per half-year+ GST/Taxes as applicable, for actual carpet area licensed, if the site has provision for supply of water. A non refundable one time, electrical supervision charges of Rs. 10,000/- (Rupees Ten thousand only) per energy meter + GST as applicable would also be paid to DMRC. **The license fees and other maintenance charges shall be escalated and increased by 5% on compounding basis after completion of every year of license period.**

3.9 Along with License Fees, Licensee shall also pay other dues i.e. statutory dues/ liabilities, electricity and water consumption charges, damage/penal charges, interest, pending arrears, etc. as applicable time to time.

3.10 Licensee shall periodically & regularly advise the details of payment deposited with DMRC. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of DMRC), then others dues/ liabilities like electricity, etc, and lastly License fee shall be accounted for.

- 3.11 Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in Article-8 of the License Agreement. Besides, the licensee shall pay an interest of 18% (eighteen percent) per annum on the amount of license fee and other dues remaining outstanding & unpaid after the due date and falling in arrears. Interest shall continue to accrue on monthly compounding basis till all the payable amount of license fee and other dues are finally paid & squared up. Such interest shall be charged on outstanding dues for the actual number of day(s) of delay in payment.
- 3.12 In case payment is not made by due date, 15 days' notice to cure the Licensee's Event of Default shall be issued. In the event of licensee failing to cure the Default and make the payment of dues, DMRC shall be entitled to terminate the license after issuing a 30 days' termination notice and shall be free to forfeit Interest Free Security Deposit after adjustment of all dues payable by the licensee what so ever and take such other action available to it under this Agreement and as per Law. The utilities being provided to the licensee may be disconnected any time after 15 days from the date of issuance of termination notice without any further intimation to the licensee if the licensee fails to deposit the outstanding dues.
- 3.13 The licensee shall vacate licensed shop by taking away all his articles and hand over vacant shop to respective Station Manager on or before the 30 days grace period from date of issue of termination notice otherwise DMRC shall take over the possession of the property goods and all the belongings/ inventory/ property/ installations/ fittings/ goods etc. shall be evacuated and vested in DMRC considering at Zero/Nil value. Further DMRC shall be free to dispose off these goods by any procedure as deemed fit. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration thereafter in future in this regard. Demurrage/ penal charges at the rate of two times of License Fees prevailing on the date of termination of License Agreement shall be admissible for & after these 30 days from the date of termination of License Agreement.
- 3.14 The Licensee shall vacate the premises within 30 days of termination of the License Agreement. A certificate from concerned Station Manager or its authorized representative in proof of licensee having vacated the site shall be required to be submitted by the Licensee. Any claim of vacation/ non-vacation without the endorsement certificate of Station Managers or its authorized representative shall not be entertained.

INTEREST FREE SECURITY DEPOSIT

Licensee shall pay & submit Interest Free Security Deposit (IFSD) to DMRC, equivalent to 9 months License Fee as Interest Free Security Deposit.

Minimum 35% or upto Rs 10 Lakhs of the IFSD/ Performance Security, whichever is higher, is in the form of DD/ PO/ RTGS/ NEFT in favour of DMRC Ltd payable at Delhi.

Remaining 65% or above Rs. 10 Lakhs of the IFSD/ Performance Security may be submitted in the form of DD/ PO/ RTGS/ NEFT, Bank Guarantee/ FDR.

Illustration:

Case 1: If IFSD is calculated to be ₹ 15.0 Lacs, then first 10 Lacs in form of DD/ PO and remaining ₹ 5.0 Lacs, may be submitted in form of DD/ BG/ FDR.

Case 2: If IFSD is calculated to be ₹ 100.0 Lacs, then first ₹ 35.0 Lacs (35% of ₹ 100.0 Lacs is higher than ₹ 10.0 Lacs) in form of DD/ PO and remaining ₹ 65.0 Lacs in form of DD/ PO/ BG/ FDR.

3.15 In case of subsequent handing over of additional area to the licensee, IFSD/Performance security shall be updated if the variation due to additional area allotted is more than (+) 10% of the initial tendered area and it shall be deposited within fifteen (15) days of date of issue of LOA, before handing over of the additional area.

3.16 Interest Free Security Deposit/Performance Security can be paid & deposited as follows:-

Minimum 35% or upto Rs 10 Lakhs of the IFSD/ Performance Security, whichever is higher, is in the form of DD/ PO/ RTGS/ NEFT in favour of DMRC Ltd payable at Delhi.

Remaining 65% or above Rs. 10 Lakhs of the IFSD/ Performance Security may be submitted in the form of DD/ PO/ RTGS/ NEFT, Bank Guarantee/ FDR. or/and

Irrevocable Bank Guarantee issued against Interest Free Security Deposit shall be in the prescribed format (Annexure-VIII) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, payable at its Branches located in Delhi/ NCR. The Bank Guarantee shall be valid at least for three years. The Bank Guarantee shall be renewed & extended for further period of at least 3 years well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked & encashed by DMRC without any prior intimation to the licensee. For last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked & encashed by DMRC without any prior intimation to the licensee.

The scheduled commercial Bank issuing the above bank guarantee must be on the SFMS (structured financial messaging system) platform. A separate advice of the BG shall invariably be sent by the issuing bank to the designated bank of DMRC, through SFMS and only after this the BG shall become operative and acceptable to DMRC. It is therefore in the interest of licensee to request the BG issuing bank to send advice of the BG through SFMS. DMRC's designated bank at present for advising of bank guarantee through SFMS is detailed as under:

**ICICI BANK Ltd.
9A, PHELPS BUILDING
CONNAUGHT PLACE, NEW DELHI-110001**

IFSC CODE: ICIC0000007

- 3.17 Interest Free Security Deposit will remain unchanged for a variation of (+/-)10% from tendered area, as there is a possibility of minor variation in area during handing over. For any variation/allotment of additional space/area beyond (+/-) 10% of the initial tendered area, the IFSD shall be updated/increased as per the increased allotted area. **The Interest Free Security Deposit shall also be escalated & increased by 20% on successful completion of every three years of the license period on compounding basis.**
- 3.18 Interest Free Security Deposit shall be refunded after successful completion of the full term of the License period i.e. 9 (nine) years from commencement date of License Agreement or on surrender of the licensed shop as provided above in para 3.3 in case the licensee opts to exit from the contract before the full term, without accruing any interest on its & after adjusting all outstanding dues payable to DMRC and subject to fulfilment of all handing over requirements of DMRC by the licensee.
- 3.19 Adjustment of Dues:**
Dues: Any outstanding payment including but not limited to IFSD, Advance License Fee, Electricity Charges, Property Tax, OMC, Interest, Other Charges etc. Following mechanism may be used to adjust unadvised payment received by DMRC:

Any unadvised payments received from the licensee shall first be adjusted towards the oldest statutory dues of Electricity, Water Charges, Other Maintenance Charges and Property Charges (if paid by Licensee) in that order.

Balance of unadvised payments shall be settled towards the oldest dues (FIFO basis) of License Fees , Utility area rent, Parking Charges, Signage Charges, interest, Penalty, Property Tax, etc. in that order.
- 3.20 Once any amount is debited from the interest free security deposit, the Licensee shall reimburse the security deposit to the extent the amount is debited, within 15 days period failing which it shall be treated as Licensee's Event of Default.
- 3.21 Interest Free Security Deposit shall be forfeited after adjustment of all dues whatsoever payable to DMRC in case of any Licensee's Event of Default & termination of the license agreement due to it.

TAXES AND OTHER STATUTORY DUES

- 3.22 The property tax/ service charge applicable on the licensed premises, if any, shall be paid by DMRC as per applicable rates of concerned municipal corporations in advance at the start of the financial year applicable/ under consideration. Subsequently, the aforementioned property tax/ service charge will be charged & recovered from the licensee at the start of every financial year (i.e. DMRC shall raise the demand by 15th April) and licensee shall pay/ submit to DMRC the property tax/ service charge demand

latest by the last day of first month of every financial year (i.e. latest by 30th April of that year). This has been illustrated below for better understanding:

- Date of raising demand of property tax/ service charge for the applicable Financial year under consideration: By 15th April of the said year.
- Last date of payment of dues against Property tax/ service charge to DMRC for financial year under consideration: By 30th April of the said year.

However, if for any reason DMRC does not raise the demand against property tax/ service charge for the financial year applicable/ under consideration as per aforementioned schedule, licensee shall be liable to pay the demand against said property tax/ service charge within 15 days from the date of raising of such demand by DMRC.

The non-payment of aforementioned dues against property tax/ service charge within stipulated time frame shall be constituted as Material Breach of Contract of License Agreement and DMRC shall initiate proceedings as mentioned in relevant clause of License Agreement for material breach of contract condition.

In case of termination (pre-mature/ mature/ surrender) of license agreement, the property tax/ service charge shall be recovered from licensee on pro-rata basis for the actual period of occupancy only. DMRC can recover these dues from the Interest Free Security Deposit of the Licensee. The applicable property tax/ service charge will be charged & recovered for the mezzanine floor, if any, also as applicable.

3.23 GST, as applicable from time to time (presently 18%) shall also be borne by Licensee along with license fee and OMC. Any revision in rates of GST shall also be borne by the licensee. Licensee shall also bear the cost of stamp paper for the execution of license agreement.

3.24 All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and shall have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License.

3.25 Payment of all stamp duties for registration of the license agreement for licensing of built-up shop which is required to be executed in pursuance of this Bid shall be borne by Licensee. The registration of the License Agreement shall be done within 30 days of signing of agreement by the licensee (registration fees, stamp duty etc to be fully borne by the licensee) and the duly registered documents to be submitted to DMRC for records. Any amendment in the contract agreement, if required to be registered, shall also be registered within 30 days from the date of amendment and duly registered documents shall be submitted to DMRC for record. If the registration of License Agreement/amendment is not done within 30 days from the date of signing of agreement/amendment as instructed by DMRC, it shall be taken as “Material Breach of

Contract” in terms of clause No 5.11 of draft license agreement. The licensee will be given 30 days time to cure the default in terms of clause no 5.11 of draft license agreement. DMRC may terminate the License Agreement accordingly, in case the licensee fails to cure/rectify the event of default to the satisfaction of DMRC, within the cure period of 30 days, with due forfeiture of Interest Free Security Deposit & advance license fees & other dues paid to DMRC.



ARTICLE: 4

MAINTENANCE AND OPERATION OF SHOP

4.1 Alterations and Renovations.

- (a) The Licensee shall be allowed to carry out any alterations or renovations within the said premises but without in any way altering or damaging the main/shell structure of the said premises. The Licensee shall need to take prior written approval from DMRC through a written notice, prior to commencement of any alteration works and if necessary DMRC reserves the right to ask for review the renovation plan/drawings before providing consent/approval. Consequent to any alteration/renovation/partition of/in the licensed premises, for which prior approval in writing from DMRC has been taken by the licensee, if resulting in any increase/decrease in the handed over area, the variation shall not be considered for any change in the license fees or rate of license fees or other payment terms. However, at the time of termination or natural completion of contract, DMRC reserves the right to ask the licensee to restore the licensed premises as per original allotment.
- (b) All the work shall be done at the cost of licensee complying and strictly following the safety procedure, measurement and guidelines laid down on Annexure- IV & V. If it is noticed at any stage that licensee is not complied the safety procedure, measurement and guidelines laid down on Annexure- IV & V, a penalty up to Rs. 25,000/- per instance per shop shall be imposed on the Licensee.
- (c) The Licensee shall be responsible for the costs of removing debris from the premises and shall be responsible for all damage to the common areas of the complex like flooring, lift cars etc during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by DMRC including any extra security costs, which are caused by, or in connection with, the works shall also be charged to the Licensee's account. The Licensee shall have to bear the cost of the damage plus service charges. However before incurring any such costs the Licensee shall be briefed on the requirements by DMRC.

4.2 Maintenance & Repairs.

- (a) Licensee shall bear the cost of minor day-to-day repairs and maintenance including white washing. All major repairs due to constructional defects shall be the responsibility of DMRC. If the major repairs or maintenance required to be carried out by DMRC are not carried out within reasonable time, the licensee shall have the right to get the needful done with prior written consent of DMRC and deduct the cost thereof from the amount payable to DMRC.
- (b) The Licensee shall be at liberty on the termination of this license to remove or take away such fixtures, fittings and electric appliances installed by it leaving the

licensed premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.

- (c) The premise, which has been handed over to the licensee under this agreement, shall be kept in good condition and maintained properly by the licensee at their own cost. If the property is not handed over in good condition as required under this agreement, DMRC reserves the right to seek exemplary damages and indemnification.

4.3 Operation of Shop.

- (a) Licensee shall ensure proper storage of the packaged products ensuring that there is no contamination or decay of products or raw materials or goods.
- (b) Licensee shall ensure that fire detection and suppression measures installed inside his premises are kept in good working condition at all times.
- (c) The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer of DMRC for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the fire officer. Non compliance may be treated as breach of contract and license shall be terminated.
- (d) Licensee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/ fires. The instructions in this regard by the DMRC electrical inspector/authorized representative must be complied with. Any cost/s associated with implementation of such instruction shall be borne solely by the licensee. The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensations or any other consideration whatsoever on account of implementing the instruction issued by DMRC's Fire Officer, electrical inspector, Security officer or their authorized representatives from time to time.
- (e) Licensee shall keep and maintain the licensed shop in neat, clean condition and in safe and sound manner during the license period. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident/ injury caused due to error/ omission attributable on the part of licensee, the licensee shall be responsible for all compensation.
- (f) Licensee and its employees or other persons involved in the execution of the work shall not in any way impinge on the safety and security of metro operations, passenger safety, commuter's convenience, safety of metro properties and its assets. In case of serious accident caused due to negligence of the licensee, resulting in injury, death to commuters or DMRC's employees or loss to DMRC property, it shall constitute Material Breach of Contract and shall be considered Licensee's Event of Default that shall entitle DMRC to terminate the License Agreement with 30 days written notice besides the licensee will be liable to pay compensation/damages as per law.

- (g) Access to stations shall be regulated by the office of the General Manager/Property Business and licensee is required to take necessary permissions in this regard from the office of General Manager/Property Business as per extant policy of DMRC. It is clarified that the permission to the licensee shall not be unduly denied.
- (h) Entry and access in paid area by the workmen of the licensee shall be through smart card and its cost shall be borne by the licensee. Identity Cards shall be issued by DMRC but these ID cards shall not be applicable for making journey in trains and entry/ exit to paid areas of Stations.
- (i) The Licensee shall ensure safety and security of licensed shop. DMRC shall not take any responsibility.
- (j) Joint inspection of shop shall be conducted by DMRC officials and Licensee, at least fortnightly. Discrepancy noticed or instructions issued by DMRC shall be rectified/ complied by the Licensee within a period of 7 days, failing which DMRC reserves the right to impose fine up to Rs. 5,000/- per instance of irregularity per week per shop. Deliberate or wilful non-compliance of DMRC written instructions for a period of 60 days shall constitute Material breach and Licensee's Event of Default that shall entitle DMRC to encash security deposit and terminate the License Agreement after giving 30 days notice to the Licensee. Such termination of the License Agreement and forfeiture of the interest free security deposit by DMRC after adjustment of all dues what so ever shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.
- (k) The overall control and supervision of the premises shall remain vested with DMRC who shall have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of the license agreement. DMRC so reserves the right to enter the licensed premises to repair and replace the fixtures provided by DMRC. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper protection as advised by DMRC shall be done by Licensee.
- (l) **Encroachment.** The Licensee shall strictly not encroach up common areas/circulating areas or any other space, and restrict his operation to within the area licensed. In case, the licensee encroaches upon the common area, circulating area or any other space then a fine/damages @ Rs.1,000/- on the first occasion, Rs.3,000/- on the second occasion and Rs.4,000/- per instance after second occasion shall be imposed by DMRC. Thereafter after 5 such instances DMRC reserves the right to revoke the license for breach of contract condition as per the provision of this agreement.
- (m) Further, DMRC can impose the fine on licensee up to Rs.5,000/- per offence/per instance per shop on the following offenses:-

i.	Any staff of Licensee found in drunken condition/ indulging in bad conduct.
ii.	Any staff of the Licensee found creating nuisance on duty.

iii.	Improper maintenance & defacement of the Metro Property.
iv.	Misbehaviour with staff and commuters of DMRC.
v.	Not following safety and security norms as may be indicated by authorized representative of DMRC.
vi.	Any staff of the Licensee found without uniform and ID Card and/or found creating nuisance on duty.
vii.	Not following the instructions issued by DMRC authorities from time to time
viii.	Dishonour of drafts & cheques given by licensee in favour of DMRC. Cheques will be accepted only in emergent circumstances with prior approval of HOD level Officer of DMRC.

The option to impose fine, penalty, etc under this License Agreement shall be exercised by DMRC official not below the rank of Deputy HOD.

- (n) On operational ground/ administrative exigency, the licensor may ask the licensee to vacate the said Shop. Thereupon, the Licensor shall refund the interest free security deposit on pro-rata basis. The Licensee unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration on this account on whatsoever reason.

ARTICLE: 5

RIGHTS AND OBLIGATIONS

5.1 Licensee's Obligations:

The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement

- (a) to obtain due permits, necessary approvals, clearances and sanctions from the competent civic/govt. authorities for all commercial activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, fire fighting, telecommunication, etc.;
- (b) to operate and maintain the Licensed Area at all times in conformity with this Agreement;
- (c) to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of its agents, contractors, sub-licensee, etc.;
- (d) to take all reasonable steps to protect the environment (both on and off the Licensed Shop) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;
- (e) to duly supervise, monitor and control the activities of sub-Licensee, if any, under their respective License Agreements as may be necessary;
- (f) not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over all or any part of Licensed shops or the Licensed Shop's Assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;
- (g) to keep the Licensed Shop free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose off such equipment or surplus materials in a manner that causes least inconvenience to the Metro Station, Commuters or DMRC's activities.
- (h) at all times, to afford access to the Licensed Shop to the authorised representatives of DMRC, other persons duly authorised by any Governmental Agency having jurisdiction over the business of Licensed Shop, to inspect the Licensed Shop and to investigate any matter within their authority and upon reasonable notice; and
- (i) to comply with the divestment requirements and hand over the Licensed Shop to DMRC upon Termination of the Agreement;

5.2 The Licensee shall be solely and primarily responsible to DMRC for observance of all the provisions of this License Agreement on behalf of the Licensee, its employees and representatives and further on behalf of the sub-Licensees, their employees and agents and any person acting under or for and on behalf of the Licensee or the sub-Licensees;

- contractor(s) appointed for the Licensed Shop as fully as if they were the acts or defaults of the Licensee, its agents or employees.
- 5.3 The Licensee shall comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002.
- 5.4 No tenancy/sub-tenancy is being created by DMRC in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:-
- (a) The Licensee shall not have or claim any interest in the said shop/premises as a tenant/sub-tenant or otherwise.
 - (b) The rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
 - (c) The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between DMRC on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by Licensee at the said premises.
- 5.5 The licensee shall be entitled to sub-license the licensed shop/ space during the subsistence of the license period as per the terms & condition of license agreement with prior written approval of DMRC. However, for any such sub-license the following guiding principles shall be scrupulously observed.
- (a) The licensee shall prepare a draft standard format of the sub-license agreement, which shall be required to sign with the sub-licensees for the use of the licensed shop/space based on terms and conditions of license agreement between DMRC and Licensee. All agreements or arrangements with the sub-licensees shall specifically have stipulation of a covenant that the sub-licenses shall be co-terminus with the termination of the main license agreement, including on sooner determination of the license period for any reason whatsoever of termination of the sub-licensee's rights. The licensee/ sub-licensee shall not have any claim or seek any compensation from DMRC for such termination.
 - (b) The licensee shall obtain the prior approval of DMRC for a format of standard sub-license agreement before its execution with any sub-licensee. In case, any deviation in this format of standard sub-license agreement is required, the Licensee shall again obtain prior written approval of DMRC before entering into an agreement with the sub-licensee. DMRC reserves the sole right not to give consent/approval to such a request and no compensation or claim on this account shall be entertained.
- 5.6 Except for the sub-licensing of the use of said shop, the licensee shall not assign any of its rights or interest in this Agreement in favour of any company/person(s) at any time and for any reasons whatsoever.
- 5.7 DMRC's Infrastructure Facilities:

- (a) Licensee shall apply electricity connection, Air-conditioning, Water & Drainage, other amenities/ proposals etc. individually for licensed shop along with requisite documents.
- (b) **Electricity.**
The Electrical Load is available for licensed shop. Electrical work, if required, shall be carried out in accordance with rules and guidelines for release of Electrical Power as per Annexure-IV. All costs associated with provision of electricity shall be borne solely by the licensee. Provision shall be made for TOD energy meter by the licensee as per DERC guidelines. Licensee shall have to deposit electrical interest free security deposit for electrical connection as per DERC guidelines i.e. at present Rs. 4,500/- per kVA for sanctioning of electric load as per requirement in the form of bank guarantee/e-pay/DD mode and no interest shall be paid by DMRC on this deposit. A non-refundable one time electrical supervision charges of Rs. 10000/- (ten thousand rupees) per energy meter plus GST as applicable shall be paid to DMRC by the licensee. DMRC shall make available to the licensee, electric power at DERC rates as per actual consumption.
- (c) **Air-conditioning/ Refrigeration Load.**
The Licensee shall indicate the estimated power/load requirement including air-conditioning/ refrigeration load along with the electricity load distribution plan as part of the preliminary plan submissions. Air-conditioning/refrigeration within the said premises shall be arranged as required by the Licensee at his own cost after obtaining all written approvals from the electrical department of the licensor/ DMRC.
- (d) **Solid Waste.**
The Licensee shall have to make arrangements for disposal of solid waste, which shall be got removed from the premises on a daily basis to ensure perfect cleanliness. The Licensee shall have to make arrangements for the solid waste to be separated into glass, plastic and food waste and for the food waste to be treated in a shredder to be converted into a paste. The waste shall need to be expelled into a common dump or waste area provided/indicated by DMRC. If solid waste is found disposed off on DMRC land or premises a penalty/fine of Rs.3,000/- shall be imposed by DMRC for each occasion. Dry & wet waste should be segregated from vendors who generate such waste. Thereafter, the party has to ensure its disposal accordingly.
- (e) **Water & Drainage.**
The Water/drainage for licensed shop shall be provided depending upon technical feasibility and availability only. The water charges shall be applicable @ Rs. 2000/- per month + GST/taxes, as applicable from time to time, for shops with a ½ inch pipeline capacity. However, if the licensee is desirous of increasing the pipeline capacity, DMRC shall charge for the same at Delhi Jal Board's (DJB) commercial water rates. The total cost of providing water i.e. pipeline, water meter, etc. shall be solely borne by the licensee along with GST/taxes as applicable (if applicable at any point of time). **Water charges are to be escalated at the rate of 5% after**

completion of every one year of license period on compounding basis. DMRC shall not be responsible for any discontinuity of water supply for whatsoever be the reason, hence any claim on account of that shall not be entertained.

(f) **Telephone.**

DMRC may give permission for installation of cables for telephone/telecommunication equipment subject to technical feasibility. The instrument, cables and connection shall be obtained by the Licensee from the telephone company at his own cost. DMRC reserves the right not to give such permission.

(g) **Parking.**

The parking facilities provided as part of the station parking may be used and all charges, fees and rules shall apply as applicable to the general public and the commuters.

5.8 Services to be provided by DMRC.

Reasonable security services for the station building, cleaning, trash removal and washing of the station building premises, adequate lighting in the common areas and exterior lighting outside the station building. In the event that any one of the services provided for by DMRC may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, DMRC shall not be liable to the licensee therefore provided however that DMRC shall use its best efforts to restore such services as soon as reasonably possible.

5.9 CCTV surveillance inside built-up shop.

As per the prevailed guidelines of Government/ Delhi Police, the licensee shall install Closed Circuit Tele Vision (CCTV) for coverage of entire areas inside the licensed premises. Special care shall be taken for the surveillance of the customers who access the licensed premises. Footage of at least last fifteen days shall be produced for security purposes and same shall be available if authorized officials of DMRC/ Delhi Police inquire for it.

5.10 Additional space for Commercial & Utility Equipments, Mezzanine and Awning.

- 1) If Licensee/ Successful bidder applies for additional “adjacent/ same area” (even for utility), upto 25% variation in tendered area within fitment period, the same shall be provided on pro-rata basis, if found feasible, on sole discretion of DMRC. For area beyond this time frame and/ or 25% variation range of tendered area, the same shall be provided on negotiated/ market rate, if found feasible, only on sole discretion of DMRC. DMRC is free to market, area beyond this time frame and/ or 25% variation on open/ limited/ single tender basis. Moreover any additional area taken within the fitment period shall have fitment period co-terminus with the fitment period of the original area handed over. Any area handed over beyond the fitment period will not have any fitment period. With a view to manage requirements of Licensee for Additional Area to expand their business, following Clauses are to be incorporated:
- 2) Additional area: Additional area may be allotted to existing Licensee based on availability and feasibility, subject to following:

- a. Additional area, adjacent/ adjoining to existing Licensed Space at same floor level, up to 25% of original allotted Licensed Space or upto maximum of 10 sqm, whichever is higher, and within fitment period may be allotted on prorata basis
- b. Additional area, if allotted on the terrace or basement for utility purpose (such as stand-by generators, air conditioning plants, water storage, antenna etc and other related equipment), shall be chargeable at 50% of the rate of applicable Licensee Fee for the main Licensed Premises.
- c. Beyond the fitment period and above 25% of tendered area, Any additional area, at same station/ other stations, may be allotted on mutually agreed terms and conditions.
- d. Alternate allotment of area on Operational Ground: Allotment of alternate space to existing Licensee wherein tendered or original allotted area is not handed over to Licensee due to any operational/ technical reasons at DMRC's end may be dealt as per following:
- e. On operational ground, the DMRC may ask the Licensee to shift Licensed Space to some other alternative location within the same or alternate stations. The Licensee is also bound to shift Licensed Space on the alternate jointly identified feasible location within the given time period on his own expenses on mutually agreed rates and terms & conditions. The Licensee unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration on this account on whatsoever reason. However, if Licensee is not willing to shift their Licensed Space to the alternate feasible Space due to any reason, the subject Licensed Space will stand withdrawn from License Agreement. If, the License Agreement is having only single Licensed Space, the License Agreement shall stand terminated and security deposit will be refunded after adjusting outstanding dues, if any.
- f. In case of subsequent handing over of any additional area to the licensee, Interest Free Security Deposit/ performance Security shall be updated if the variation due to additional area is more than (+) 10% of the initial tendered area and it shall be deposited within fifteen (15) days date of issue of LOA and before handing over of the additional area.
- g. Escalation of 5% per annum in the rate of license fee, OMC, etc. and 20% in every three years on compounding basis (i.e. 4th, 7th, 10th year and so on) on IFSD/Performance Security of any additional allotted area shall be in the line of the license agreement for the allotted shop. Construction of mezzanine floor by the licensee shall be permitted adhering to prescribed norms, after due approval from DMRC. Prospective bidders to quote their bid(s) keeping in view that availability of additional floor area on form of mezzanine floor, subject to feasibility/ norms & DMRC approval. No additional License Fee shall be charged for creation of this additional floor in form of mezzanine level.

However, for areas/ space with lower height, intermediate slabs may be permitted with approval of DMRC for storage of utilities. The same shall not be charged.

However, at the time of termination / natural completion of contract DMRC reserves the right to ask the successful bidder to restore the licensed premises as per original allotment.

In case of construction of mezzanine floor, the applicable property tax/ service charge will also be charged & recovered for the mezzanine floor, if any, from the licensee.

- h. Awning: If the licensee installs an awning with a fixed/stretchable length of 3 feet to shield the premises/commuters from sunlight/rain/adverse weather conditions, the same shall not be charged. This proposal is only applicable to licensed premises having opening outside station building.
- i. Licensee shall be allowed to do the branding of its own business only on the structure of the shop/built-up space. However, placement of any kind of advertisement is strictly NOT allowed.

5.11 Registration of License Agreement.

The registration of License Agreement shall be done within 30 days of signing of agreement by the licensee (registration fees, stamp duty etc to be fully borne by the licensee) and the duly registered documents to be submitted to DMRC for records.

Any amendment in the contract agreement, if required to be registered, shall also be registered within 30 days from the date of amendment and duly registered documents shall be submitted to DMRC for record. In case the registration of the license agreement/amendment is not done within the 30 days of signing of license agreement/amendment, it shall be treated as “material breach of contract”. The Licensee will be given 30 days time to cure the default. In case Licensee fails to remedy the default in this regard to the satisfaction of the DMRC within the cure period of 30 days, DMRC may terminate the License agreement at any time after the expiry of cure period duly forfeiting the interest free security deposit and any other amount paid by Licensee.

- 5.12 In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If at any stage, the dues remain outstanding for a period of more than 60 days, the license agreement may stand terminated without giving any notice to the licensee & Interest Free Security Deposit (IFSD) shall stand forfeited as per the provision of the license agreement.

ARTICLE: 6

INDEMNITY AND INSURANCE

- 6.1 The Licensee hereby undertakes to indemnify and hold DMRC harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the fit-out; quality of the fit-out and the construction/ construction activities, agreement to sub-license entered in to between the Licensee and end user.
- 6.2 The Licensee hereby undertakes to indemnify DMRC against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 6.3 The Licensee hereby undertakes that DMRC shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of his contractors/ sub contractors/sub-Licensees. The Licensee shall indemnify and keep indemnified DMRC against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 6.4 The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1970 including any subsequent amendment thereof and the rules made there under. Licensee shall indemnify DMRC Administration for any loss and damages suffered due to violation of its provision.
- 6.5 The Licensee hereby indemnifies DMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non observance of any statutory requirements or legal dues of any nature.
- 6.6 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies DMRC against any liability arising in connection with the employment of its personnel in the said premises of Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to Property Business Wing of DMRC in accordance with DMRC's policies regulations prevalent at that time.
- 6.7 The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.
- 6.8 The Licensee shall indemnify DMRC from/for any damage charges to be incurred if the licensed shop is not been handed over to DMRC in good condition as required under this agreement.
- 6.9 The Licensee shall indemnify DMRC from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property.

- 6.10 The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless DMRC, DMRC's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.
- 6.11 The Licensee shall indemnify and keep indemnified DMRC for any losses/penalties on this account levied by any judicial/statutory authorities/courts, in case, the Licensee misused all liabilities for mis-user charges and mis-user proceedings.
- 6.12 Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in DMRC premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. Upon DMRC's request, the Licensee shall submit to DMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the licensor harmless against any and all liabilities, losses, damages, claims, expenses suffered by the licensor as a result of such default by the Licensee.

ARTICLE: 7

FORCE MAJEURE

7.1 Neither DMRC nor Licensee shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events:

- (a) Earthquake, Flood, Inundation, Landslide.
- (b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- (c) Fire caused by reasons not attributable to the Licensor/licensee
- (d) Acts of terrorism.
- (e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- (f) Strikes or boycotts, other than those involving the Licensee, its contractors, or their employees, agents etc, and
- (g) Any other similar things beyond the control of the party, except court order/ court judgment.

7.2 Occurrence of any Force Majeure shall be notified to the other party within 07 days of such occurrence. If any Force Majeure continues for a period of 3(three) months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of 7 days to the other party and interest free security deposit shall be refunded by DMRC to the Licensee after adjusting outstanding dues, if any payable by the licensee to DMRC Ltd.

ARTICLE: 8

BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT

Surrender of License Agreement.

- 8.1 The Licensee shall have option to surrender the license agreement hereby created provided that :-
- (a) The Licensee successfully completes initial 2(two) years lock in period.
 - (b) There are no arrears pending with the licensee on the date of issue of surrender notice.
 - (c) DMRC receives a 180 days' advance notice, in writing, from licensee for its intention to surrender the license agreement after expiry of initial two years lock in period as per the provision of clause 3.3 of the license agreement.
 - (d) Licensee continues to pay all dues as per schedule to DMRC till the date of premature closure of License Agreement.
 - (e) Licensee hand over vacant and peaceful possession of licensed shop, to DMRC, free from all encumbrances and in original conditions free of cost within 30 (thirty) days from the closure of License agreement.
- 8.2 If licensee satisfies the above said conditions of surrender of License Agreement, DMRC shall refund interest free Security Deposit after recovery/adjustment of any amount/s due from the Licensee and following the provisions of clause 3.3 of the license agreement.

Breach of License Agreement/ Licensee's Events of Default

- 8.3 Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee's Events of Default:-
- (a) If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to DMRC without any contributory factor of the Licensee.
 - (b) If the Licensee fails to pay license fee, utility charges, penalty or damage herein specified or any other due to be paid by the Licensee to DMRC by the stipulated date.
 - (c) If the Licensee makes any of the following changes in Ownership:-
 - i. Change in ownership of Licensee by sale, merger or acquisition and if the new entity owning the Licensee is unable to demonstrate its ability to satisfactorily fulfil obligations of the Licensee to the satisfaction of DMRC.
 - ii. Any dilution/change in the equity stake of the JV/Consortium by the Licensee in the first three years of the License Period.

- iii. Any dilution/change in the equity stake of the JV/Consortium after three years of the License Period without prior permission of DMRC.
- iv. Dilution of stake of Lead Member in the JV/Consortium below 51% at any time during the License Period.
- (d) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- (e) If the Licensee is in persistent non-compliance of the written instructions of a DMRC officials.
- (f) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to DMRC employees/ commuters or loss to DMRC property.
- (g) If the Licensee is in violation of any of the other clauses of License Agreement and after three written notice (unless otherwise specifically mentioned therein) from DMRC fails to cure the Default to the satisfaction of DMRC.
- (h) If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.
- (i) If the Licensee engaging or knowingly has allowed any of its employees, agents, or sub-Licensee to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- (j) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the licensed shop, save and except as otherwise expressly permitted under this Agreement.
- (k) If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.
- (l) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DMRC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.
- (m) If the Licensee has abandoned the Licensed Shop(s).
- (n) If the licensee is found to be violating the list of banned usage as per Annexure-II.
- (o) The registration of License agreement shall be done within 30 days of signing of agreement by the licensee (registration fees, stamp duty etc to be fully borne by the licensee) and the duly registered documents to be submitted to DMRC for records. In the case the registration of the license agreement/amendment is not done within the 30 days of signing of license agreement/amendment, it shall be treated as “Material Breach of Contract”

- (p) Non payment of dues of property tax/service charges as per clause 3.22 of this agreement

Termination of License Agreement by DMRC

- 8.4 Provided that in the event of application of clauses 8.3(a), (b), (o) and (p) DMRC shall give to the Licensee 15 to 30 days time as applicable to cure the default prior to considering the events specified therein as Licensee's events of default and in the event the Licensee remedies the default to the satisfaction of the DMRC within the cure period, the event shall not be considered as a Licensee's Event of Default. However, in the event of application of clause 8.3 (c) to (n), DMRC may terminate the license agreement with immediate effect.
- 8.5 On operational ground or any other Administrative Exigencies: DMRC reserves the right to terminate the License Agreement by giving three month's (90 days) advance notice in case of such/any exigency. The License agreement shall stand terminated and the Security deposit shall be refunded after adjusting outstanding dues, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. Licensee shall remove his belongings from DMRC premises within 30 days of issue of termination letter, failing which these belongings shall become property of DMRC at "0" /"Zero"/ Nil value. DMRC shall be free to use/ dispose-off these belongings in whatever manner as deemed fit. Licensee shall have no claim, compensation or consideration on any account of these belongings.
- 8.6 Termination for Force Majeure: The License Agreement may be terminated for Force Majeure Reasons as specified in Article 7.1.

Other Conditions

- 8.7 After termination/ surrender/ expiry of License period or due to force majeure events, Licensee shall forthwith vacate the said premises and remove its furniture, fixtures, equipment as well as its personnel from the said premises without causing any damage to the property of DMRC.
- 8.8 On termination of License Agreement in the Event of Default by Licensee, DMRC shall forfeit the interest free security deposit and advance license fees paid by the date of termination after adjustment of all dues what so ever. Moreover, the Licensee shall be liable to pay all dues outstanding to DMRC including electricity, chiller and other utility charges under this agreement without prejudice to rights and remedies applicable under the law.
- 8.9 The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.
- 8.10 After completion of the tenure of the license/pre-mature termination/surrender, the Licensee voluntarily agrees to remove all his belongings/equipment installed by Licensee inside the shop within 30 days grace period from the date of issue of termination of License Agreement, failing which, it shall become the sole property of DMRC at zero/nil value and DMRC shall be free to dispose off or otherwise deal with it or do as it deems

fit. The licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account.

8.11 30 days Grace Period shall be provided. No License Fee shall be charged for this period. Any utility utilized during Grace Period shall be chargeable as per License Agreement.

- 1) A grace period of 30 days will be provided to the licensee for vacating the site after termination/completion of contract.
- 2) If, the licensee fails to vacate the licensed space/ premises within the grace period, penalty of twice the prevalent monthly License Fee shall be chargeable for occupation beyond Grace Period.
- 3) Non-vacation of Licensed premises even after laps of Grace Period shall empower DMRC to take over the goods/ property treating at NIL value, even if it is under lock & key; and DMRC shall be free to dispose-off the goods/ property in whatsoever manner as it deems fit.

Licensee shall have no claim for compensation or consideration/ damage after completion of Grace Period. If, Licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit/ Performance Security available with DMRC. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period. In case of non-vacation and forceful eviction of the inventory shall be done along with forfeiture of IFSD after adjustment of dues. **No grace period** shall be provided to licensee, if licensee terminates the contract **within the lock-in period**.

8.12 All sub-licenses/ third party agreements, entered by the Licensee, shall stand terminated on expiry of agreement between DMRC and Licensee.

8.13 Rights of DMRC on Termination: DMRC shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the licensed shop.

8.14 DMRC's Right to Re-market the licensed shop on Termination:

- a) **DMRC shall have right to re-market the licensed shop on termination of this Agreement for any reasons whatsoever.**
- b) DMRC if it deems necessary shall also have the right to seal or lock the licensed shop upon termination.

ARTICLE: 9

ARTICLE: DISPUTE RESOLUTION

9.1 Amicable Resolution

9.1.1 No legal action till Dispute Settlement Procedure is exhausted.

Any and all Disputes shall be settled in accordance with the provisions of Article 9. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Article 9 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

9.1.2 Notice of Dispute

For the purpose of Sub-Clause 9.1.2, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the termination/surrender/completion of contract as advised/intimated by DMRC to the Licensee.

9.1.3 Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

- a) Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and further amendments thereof and any statutory modification or re-enactment thereof and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;
- b) Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act -1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and further amendments thereof and any statutory modification or re-enactment thereof. and in accordance with this Clause.

9.1.4 Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the DMRC. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

9.1.5 Conciliation Procedure

- a) The DMRC shall maintain a panel of Conciliators, who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Licensee who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996" of India & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and further amendments thereof and any statutory modification or re-enactment thereof.

There will be no objection if conciliator so nominated is a serving employee of DMRC who would be Deputy HOD level officer and above.

The DMRC and the Licensee shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings.

Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

9.1.6 Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated:

- a) by the signing of the settlement agreement by the parties on the date of agreement; or
- b) by written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or
- c) by a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
- d) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

9.2 Arbitration

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- a) Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation, together with counter claims or set off, given by the DMRC, shall be referred to arbitration. Other matters shall not be included in the reference.
- b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by CE/Contract on behalf of MD/DMRC at following address:

Office of CE/Contract
Delhi Metro Rail Corp. Rail Limited,
5th floor, A-Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road
New Delhi-110001, Ph:-011-23415838

- c) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and further amendments thereof and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

9.2.1 Number of Arbitrators: The arbitral tribunal shall consist of:

- i) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
- ii) 3 (Three) arbitrators in all other cases.

9.2.2 Procedure for Appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:

- i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by CE/Contract on behalf of MD/DMRC, the DMRC will forward a panel of 03 names to the Licensee. The Licensee shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the DMRC. In case the Licensee fails to choose one Arbitrator within 30 days of dispatch of the request of the DMRC then MD/DMRC shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.
- ii) In case of 3 Arbitrators:
 - a) Within 60 days from the day when a written and valid demand for Arbitration is received by CE/Contract on behalf of MD/DMRC, the DMRC will forward a panel of 5 names to the Licensee. The Licensee will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the DMRC.
 - b) DMRC will decide the second Arbitrator. MD/DMRC shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Licensee within 30 days from the receipt of the consent for one name of the Arbitrator from the Licensee. In case the Licensee fails to give his consent within 30 days of dispatch of the request of the DMRC then MD/DMRC shall nominate both the Arbitrators from the panel.
 - c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to Licensee or from the larger panel of Arbitrators to be provided to them by DMRC at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director / DMRC, New Delhi.
 - d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/DMRC fails to act without undue delay, the MD/DMRC shall appoint new Arbitrator /Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
 - e) The DMRC at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Licensee.

- 9.2.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 12.2.2 above): The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;

a Working / Retired Officer (not below E-8 grade in a PSU with which DMRC has no business relationship) of any discipline of Engineering or Accounts / Finance department, having experience in Contract Management of Construction Contracts; or a Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management of Construction Contracts; or a Retired Officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in DMRC or a PSU with which DMRC has a business relationship) of any Engineering discipline or Accounts / Finance department, having experience in Contract Management of Construction Contracts or retired judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

- 9.2.4 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 9.2.5 Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the GM/PB for the purpose of obtaining his decision. No decision given by the GM/PB in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.
- 9.2.6 It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act , 2015 or as amended up to date.
- 9.2.7 If the **Licensee** (s) does/do not prefer his/their specific and final claims in writing with in a period of 28 days of receiving the intimation from the DMRC about the termination/surrender/completion of contract, he/they will be deemed to have waived his/their claim(s) and the DMRC shall be discharged and released of all liabilities under the contract in respect of these claims.
- 9.2.8 Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 9.2.9 The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their guidance. Both the Parties should endeavor to adhere to time schedule for early finalization of Award.
- 9.2.10 The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a

majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

9.2.11 A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award.

9.2.12 A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

9.3 Interest on Arbitration Award

Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

9.4 Cost of Conciliation / Arbitration

The fees and other charges of the Conciliator / Arbitrators shall be as per the scales fixed by the DMRC from time to time irrespective of the fact whether the Arbitrator(s) is / are appointed by the DMRC or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the DMRC and the **Licensee**. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself. The latest scale of fee & other charges fixed by DMRC are as per Schedule-D enclosed.

9.5 Jurisdiction of Courts

Where recourse to a Court is to be made in respect of any matter, the court at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes between the parties.

9.6 Suspension of Work on Account of Arbitration

During the pendency of Arbitration/Conciliation proceedings, the licensee shall continue to perform and make due payments due to DMRC as per Lease Agreement.

Encl: Schedule-D

SCHEDULE D (Part A)

Fees of the External Arbitrators dealing with Arbitration Cases

S. No.	Description	Maximum amount payable per External Arbitrator, per case	
1.	Arbitration Fee	Refer section 11(14) – The Fourth Schedule of “The Arbitration and Conciliation (Amendment) Act, 2015”	
		Sum in Dispute *	Model Fee
		Up to Rs. 5.00 lakh	Rs. 45,000
		Above Rs 5.00 lakh and up to Rs 20.00 lakh	Rs. 45,000 plus 3.5% of the claim amount over and above Rs. 5.00 lakh
		Above Rs 20.00 lakh and up to Rs 1.00 crore	Rs 97,500 plus 3% of the claim amount over and above Rs 20.00 lakh
		Above Rs 1.00 crore and up to Rs 10.00 crore	Rs 3,37,500 plus 1% of the claim amount over and above Rs 1.00 crore
		Above Rs 10.00 crore and up to Rs 20.00 crore	Rs 12,37,500 plus 0.75% of the claim amount over and above Rs 10.00 crore
		Above Rs 20.00 crore	Rs 19,87,500 plus 0.5% of the claim amount over and above Rs 20.00 crore with a ceiling of Rs.30.00 lakh. *Ceiling limit of Rs. 30 lakh is inclusive of Rs. 19,87,500/-
		*Sums in dispute mentioned above shall include any counter claim made by a party also.	
		Note 1. In the event, the arbitral tribunal is a sole arbitrator, he/she shall be entitled to an additional amount of twenty-five percent on the fee payable as above. 2. The fee shall be conveyed to Arbitrator(s) at the time of issuing the appointment letter.	
2.	Secretarial Assistance & Incidental Charges (telephone, fax, postage etc.)	Rs 20,000/- per case, payable to sole Arbitrator or presiding Arbitrator only on behalf of Arbitral Tribunal, in case where Secretariat Assistant/ Personal Assistant is arranged by sole Arbitrator/Arbitral Tribunal at their own OR INR 10,000/- per case, payable to sole Arbitrator or presiding Arbitrator only on behalf of Arbitral Tribunal, in cases where Secretariat Assistant/ Personal Assistant is provided by DMRC on the request of sole Arbitrator/ Arbitral Tribunal. In such cases, Secretariat Assistant/ Personal Assistant shall be paid @ INR 1000/- per hearing/meeting held in DMRC premises based on certification by sole Arbitrator or presiding Arbitrator of Arbitral Tribunal.	
3.	Other Expenses (actuals against bills subjected to the prescribed ceiling) applicable for the days of hearing only		
	i) Travelling Expenses	Economy Class (by Air), First class AC (by train) and AC Car (by road)	
	ii) Lodging and Boarding	a) Rs 15,000/- per day (in metro cities) b) Rs 7,500/- per day (in other cities) c) Rs 3,000/- per day, if any arbitrator makes their own arrangements	

4.	Local Travel Charges	Rs 2,000/- per day of hearing/ meeting
5.	Providing facilities of hearing rooms, for arbitration hearings & secretarial assistance etc.	Meeting Room shall be provided by DMRC, otherwise `5,000/- per day of hearing/ meeting of Arbitration.

Note:-

1. The above fee is not applicable to the officers of DMRC on panel
2. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100 kms. away from place of meeting.
3. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as metro cities.

SCHEDULE D (Part B)

Fees of the External Conciliator dealing with Conciliation Cases

S. No.	Description	Maximum amount payable per External Conciliator, per case
1.	Conciliation Fee	Rs 20,000/- per hearing (to be equally shared by both the parties) subject to a maximum of `4.00 lakh per case Note: The fee shall be conveyed to Conciliator at the time of issuing the appointment letter.
2.	Reading Charges/ Studying of Documents	Rs 20,000/- per case including counter claim etc.
3.	Secretarial Assistance & Incidental Charges (telephone, fax, postage etc.)	Rs 20,000/- per case
4.	Charges for preparing & issuing of Settlement Agreement	Rs 25,000/- per case
5.	Other Expenses (actuals against bills subjected to the prescribed ceiling) applicable for the days of hearing only	
	i) Travelling Expenses	Economy Class (by Air), First class AC (by train) and AC Car (by road)
	ii) Lodging and Boarding	a) Rs 15,000/- per day (in metro cities) b) Rs 7,500/- per day (in other cities) c) Rs 3,000/- per day, if any arbitrator makes their own arrangements
6.	Local Travel Charges	Rs 2,000/- per day of hearing

7.	Providing facilities of hearing rooms, for arbitration hearings & secretarial assistance etc.	Meeting Room shall be provided by DMRC, otherwise Rs 5,000/- per day of hearing
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Note:-

1. The above fee is not applicable to the officers of DMRC on panel
2. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100 kms. away from place of meeting.
3. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as metro cities.

SCHEDULE D (Part C)

Fees Structure for Departmental (DMRC) Conciliators dealing with Conciliation Cases

S. No.	Description	Maximum amount payable per Conciliator, per case		
1.	Conciliator Fee	Rs5,000/- per sitting (to be equally shared by both the Parties) subject to ceiling as prescribed below :		
		S. No	Amount of dispute (in `)	Ceiling limit (in `)
		i)	Up to 1 Cr.	Rs25,000
		ii)	1 to 10 Cr.	Rs50,000
iii)	Above 10 Cr.	Rs75,000		
<p>Note: The above fee is for hearings and includes a maximum of 3 internal meetings held at DMRC office by the Conciliators for finalization of award without the presence of the Parties involved.</p>				
2.	Reading Charges/Studying of Documents	Rs5,000/- per Conciliator per case including counter claim		
3.	Secretarial Assistance & Incidental Charges (telephone, fax, postage, messenger etc.)	Rs10,000/- per case		
4.	Charges for publishing Settlement Agreement	Rs10,000/- per case		

ARTICLE: 10

REPRESENTATIONS AND WARRANTIES

10.1 The Licensee represents and warrants to DMRC that

- (a) It is duly organized, validly existing and in good standing under the laws of India;
- (b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (d) It has the financial standing and capacity to undertake the commercial utilization of licensed shop;
- (e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;
- (g) There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee's Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- (h) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;
- (i) It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- (j) No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to DMRC or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- (k) The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that DMRC shall not be liable for the same in any manner whatsoever to the Licensee.
- (l) The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of DMRC. The Licensee shall at all times comply and represent to the

staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

10.2 Obligation to notify change: In the event that any of the representations or warranties made/given by the Licensee ceases to be true or stands changed, it shall promptly notify DMRC of the same.

10.3 DMRC Covenants

- (a) DMRC covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee's possession of the licensed shop, Licensee's use of the premises, or the rights granted to the Licensee hereunder.
- (b) DMRC covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in the agreement, the Licensee shall peacefully and quietly enjoy the premises without hindrance or disturbance by DMRC or by any other person(s) claiming by, through or under or in trust for DMRC.
- (c) On paying the License fee, Licensee hereby reserved and observing & performing the several covenants and stipulations on its part and the conditions herein contained, shall peacefully hold and enjoy the licensed shop throughout the said term without any interruptions by the DMRC or by any person claiming by, through, under or in trust for DMRC.
- (d) DMRC may provide, as feasible and if required, assistance for seeking any permission pertaining to commercial activities at the licensed premises from any Government Agency.

ARTICLE: 11

MISCELLANEOUS

- 11.1 All penalty amounts mentioned in this agreement shall become double after completion of 3(three) years of license agreement/period.
- 11.2 Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines. DMRC shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.
- 11.3 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of DMRC and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.
- 11.4 Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 30 days of handing over of the stations, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of shop installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to DMRC with respect to all his personnel deployed. Further within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of shop and the same installation) shall be furnished by the Licensee to DMRC. All the Licensee's personnel shall be required to possess ID card while working in DMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.
- 11.5 Misuse: The Licensee shall use the granted space under the agreement only for those services provided therein as permissible under DMRC (O&M) administration, except activities and banned items listed at Annexure-II of this agreement and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and DMRC (Licensor) shall immediately terminate the said agreement. All liabilities for mis-user charges and mis-user proceedings; if so initiated shall be that of the Licensee only. The Licensee shall indemnify and keep indemnified DMRC for any losses/penalties on this account levied by any judicial/statutory authorities/courts.
- 11.6 Signage:

- (a) The Licensee shall have the right to put up only one signage of size up to 15sqft and width up to 1½ feet for displaying generic name of the Shop for its own branding. The signage may be illuminated or non-illuminated at the Licensee's option, however it shall need to confirm to all governmental laws, regulations or ordinance relevant thereto.
- (b) The Licensee shall need to obtain a written approval from DMRC by way of a notice before putting up any form of signage and DMRC reserves the right to refuse or to suggest an alternation to the same. The signage shape and location etc are subject to architectural controls to be issued by DMRC.
- (c) Placement of Signage without the permission of DMRC or placement in non-approved locations shall attract a penalty up to of Rs.5,000/- per signage on the first occasion and up to Rs.50,000/- per signage on the second occasion. In case of persistence default, DMRC reserve the right to terminate the agreement with forfeiture of the (interest free) security deposit and advance license fees paid in its favour after adjustment of all dues what so ever.
- (d) No advertisement in any format whatsoever shall be permitted in/ on the licensed shop. No audio advertisement of any kind shall be allowed.

11.7 Notices

DMRC and Licensee voluntarily and unequivocally agrees:-

- (a) That any notice to be served upon DMRC shall be sufficiently served and given if delivered to-

**“Executive Director/Property Business,
3rdFloor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110 001”**
- (b) That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered AD/Speed Post/Courier at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensee.
- (c) That any notice or correspondence under the terms of this License shall be in writing by Registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the Executive Director/Property Business or by his duly authorized representative. All Notice shall be addressed as above.
- (d) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

ARTICLE: 12
BANNING POLICY

In case of any concealment or misrepresentation of facts, appropriate action(s), in accordance with tender conditions and “Suspension/Banning Policy, August 2019” of DMRC, shall be taken. The copy of “Suspension/Banning Policy, August 2019” of DMRC can be downloaded from tender section of DMRC website i.e. <https://www.delhimetrorail.com/pages/en/general-conditions-of-contract-miscellaneous>



**Licence Agreement for Licensing of Built-up Shop No. _____
at _____ Metro Station**

(License Agreement Annexures)

Name and address of the Licensee to whom issued:

M/s _____

Date of issue.....

Place.....

SCHEDULE-1

Details of Commercial Built up Shops at Shahdara Metro Station (Vacant)

S/No	Shop No.	Station	Tentative area (sqm.)	Status
1	SHD_03	Shahdara	20.99	Vacant
2	SHD_04		8.11	Vacant
3	SHD_05		8.97	Vacant
4	SHD_06		8.22	Vacant
5	SHD_07		20.00	Vacant
6	SHD_08		20.00	Vacant
7	SHD_09		18.50	Vacant
8	SHD_10		18.68	Vacant
9	SHD_17		20.00	Vacant
10	SHD_18		20.00	Vacant
11	SHD_19		61.99	Vacant
			225.46	

Details of Commercial Built up Shops at Shahdara Metro Station (Occupied)

S/No	Shop No.	Station	Tentative area (sqm.)	Status
1	SHD_01	Shahdara	10.16	Leased
2	SHD_02		8.27	Leased
3	SHD_11		18.78	Leased
4	SHD_12		18.90	Leased
5	SHD_15		18.36	Leased
6	SHD_16		18.90	Leased
				93.37

SCHEDULE-2

Details of Commercial Built up Shops at Pratap Nagar Metro Station (Vacant)

S/No	Shop No.	Station	Tentative area (sqm.)	Status
1	PRA_01A	Pratap Nagar	11.72	Vacant
2	PRA_03A		12.00	Vacant
3	PRA_04A		12.55	Vacant
4	PRA_05A		30.25	Vacant
5	PRA_06A		12.95	Vacant
6	PRA_08A		13.39	Vacant
7	PRA_09A		14.00	Vacant
8	PRA_01B		39.60	Vacant

9	PRA_03B		11.64	Vacant
10	PRA_04B		11.81	Vacant
11	PRA_05B		12.11	Vacant
12	PRA_06B		10.16	Vacant
13	PRA_01C		72.25	Vacant
14	PRA_02C		72.26	Vacant
15	PRA_03C		27.86	Vacant
16	PRA_05C		14.00	Vacant
17	PRA_06C		13.99	Vacant
18	PRA_07C		14.28	Vacant
19	PRA_08C		13.54	Vacant
20	PRA_09C		43.88	Vacant
21	PRA_11C		9.13	Vacant
22	PRA_12C		9.35	Vacant
23	PRA_13C		9.45	Vacant
24	PRA_14C		10.39	Vacant
25	PRA_15C		44.21	Vacant
			546.77	

Details of Commercial Built up Shops at Pratap Nagar Metro Station (Occupied)

S/No	Shop No.	Station	Tentative area (sqm.)	Status
1	PRA_02A	Pratap Nagar	11.81	Leased
2	PRA_07A		12.86	Leased
3	PRA_02B		16.96	Leased
4	PRA_04C		13.98	Leased
5	PRA_10C		44.43	Leased
			100.04	

Note-1: Area indicated above is approximate. Actual area (carpet area) shall be measured at the time of handing over of Built-up Shop/Space. The actual area will be measured and variation of area may occur. However the payment of license fees will be adjusted on pro rata basis as per the actual area allotted. Interest free security deposit will not be readjusted if the variation in area handed over is up to (+/-) 10% else security deposit will be readjusted according to area, handed over.

Note-2: The Built-up Shop offered on license basis is on “as is where is basis”. On at this area the selected bidder/licensee is expected to carry out all works, as required.

Note-3: The built-up shop being licensed can be utilised for all commercial activities therein except for banned list of usage as per Annexure-IIA& B. In addition, no cooking is permitted for shops in underground stations. Only electrical/ induction cooking of semi-cooked food can be permitted in underground stations.

Note-4: Interest free Security deposit/ Performance Guarantee amount is equal to 12 months/ one year’s license fees.

Note-5: Parking- The parking facilities provided if any, as part of the station parking may be used as required and all charges, fees and rules shall apply as applicable to the general public and the commuters/users of DMRC station parking.

Annexure-II A

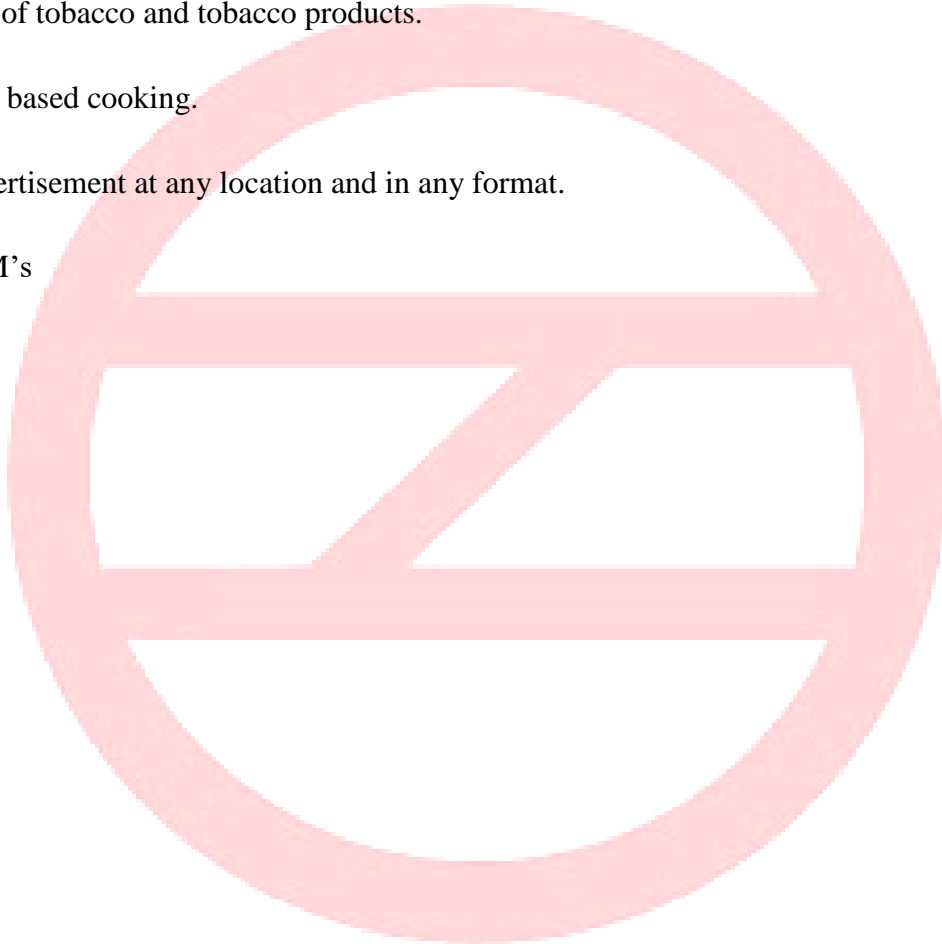
LIST OF USAGES BANNED/ NEGATIVE LIST FOR PB SHOPS/INVENTORIES WHICH HAVE DIRECT COMMUTERINTERACTION

1. Any product / Service the sale of which is unlawful/illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
3. Sale of liquor and alcohol based drinks or beverages.
4. Sale of tobacco and tobacco products.
5. Gas/Coal based cooking strictly prohibited. Gas bank or IGL connection may be permitted subject to approval of DMRC after fulfilment of various norms.
6. Advertisement at any location and in any format.
7. ATM's
8. Only electrical/induction cooking of semi-cooked food can be permitted in underground stations.

Annexure-II B

LIST OF USAGES BANNED/ NEGATIVE LIST FOR SHOPS OUTSIDE AND HAVING NO COMMUTER INTERACTION

1. Any product / Service the sale of which is unlawful/ illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
3. Sale of tobacco and tobacco products.
4. Coal based cooking.
5. Advertisement at any location and in any format.
6. ATM's



Annexure-III

No.

Dt. ___/___/___

Undertaking regarding payments through RTGS/NEFT/ECS mode in PB Agreement

The license agreement between Mr./Mrs./Miss/M/s. _____ (name of the Licensee/ Company/ Party) and DMRC Ltd. executed on Dt. _____.

Lease out No. and Customer ID _____ (as mentioned in invoice).

I/We _____ (name of the Licensee/Company/Party) have been made to understand that payments of contract shall be acceptable to M/s DMRC Ltd. in the form of Bank Draft/ Pay Order/ Demand Draft only and in case, I/We _____ intend to make payments through RTGS/NEFT/ECS procedures the same shall require prior approval of DMRC as per the terms and conditions detailed as under:

1. RTGS/NEFT/ECS mode of payments shall require prior approval of DMRC for which Licensee/ Party/Company must take consent from the Property Business Cell of DMRC Ltd. in the standard format attached at Annexure–III(1).
2. Once DMRC has given their approval, the party must intimate every time before submission of any payment through RTGS/ NEFT/ ECS at least seven (7) days prior to due date for making payment in prescribed format attached at Annexure–III(1). DMRC shall give their consent within two working days within the receipt of aforesaid intimation for submission of request as per Annexure–III(2).
3. In case of any delay in receipt of aforesaid intimation mentioned at above Point No. 2, DMRC reserve the right for refusal to accept payments through RTGS/ NEFT/ RTGS mode of payments.
4. In event of Licensee/ Party/ Company's non-compliances to the aforesaid requirements. DMRC shall take action as under:
 - (a) In the absence of any details from Licensee/ Party/ Company for consideration of DMRC amount received from the party shall not be accounted for and party shall continue pay interest/ penalty on the outstanding as per the provision of contract.
 - (b) In case of receipt of payment with incomplete details payment received shall be adjusted /allocated in the following order:
 - i) All the statutory dues/ taxes shall be adjusted first.
 - ii) All payments made by DMRC on behalf of Licensee/ Party/ Company such as water/ electricity/ maintenance charges/ annual maintenance charges etc. shall be adjusted after the adjustment statutory dues/ taxes as mentioned in Point No. 4.b.i above.
 - iii) All previous outstanding dues existing on date of receipt of payment including interest/ penalty imposed.
 - iv) Sum remaining after adjustments as per above PointNo. (i) to (iii) above shall be adjusted against lease rent/ space rent/ license fee as per the terms of contract.
 - v) In case amount received is even shorter than statutory dues, the Licensee shall be liable to pay all the penalties as declared/ decided by the statutory bodies or as applicable under the provisions of law. In addition to this, Licensee/ Party/ Company shall also attract penalties as per the provisions of license agreements. Repeated violations of aforesaid instructions shall be treated as non performance/

breach of agreement and under the provisions of license agreement may attract maximum penalty of termination of license agreement.

I/We _____ (name of the Licensee/ Company/ Party) hereby agree to the abovementioned procedure/ terms and conditions related to submission of payments through RTGS/NEFT/ECS mode.

Date: ____/____/____

Name and designation of authorized representative of Licensee/ Party/ Company



Bid Document for Licensing of Built-up Shops at Shahdara (Schedule-1) & Pratap Nagar (Schedule-2) Metro Stations of Line – 1 of DMRC network through Open Tender in two separate Schedules

1. _____
2. _____
3. _____

Licensee is hereby directed to submit confirmation of deposition of payment before the due date.

Dated: ____/____/____

Signature of Manager/AM-Property Business



Annexure-III (2)

**FORMAT FOR APPROVAL FOR SUBMISSION OF PAYMENTS VIA
RTGS/NEFT/ECS IN PB CONTRACTS**

To,

Delhi Metro Rail Corporation Ltd.
O/o- ED/ Property Business.
3rdFloor, Metro Bhawan,
Barakhamba Road,
Delhi – 110001

Sub: Request for approval for submission of payments via RTGS/ NEFT/ ECS in our contract with DMRC.

Ref: 1.) The license agreement between Mr./Mrs./Miss/M/s. _____
(name of the Licensee/Company /Party) and DMRC Ltd. executed on Dt. _____.
2.) Lease out No. and Customer ID _____ (as mentioned in invoice).

Sir,

- 1.) With reference to above mentioned subject matter, it is requested that kindly allow us to avail the RTGS/NEFT/ECS mode of payment for deposition of payments against aforementioned license agreement.
- 2.) That, I/we _____ (Name of Licensee/ authorized representative of Company/ Party/ Licensee) have understood the terms and conditions related to deposition of payments via RTGS/ NEFT/ ECS mode.
- 3.) That, I/we also voluntarily agree to submit the format for intimation for deposition of payments via RTGS/NEFT/ECS in Property Business contracts seven (7) days before due date as mentioned in invoice or last date for submission of payments as per the terms and conditions of license agreement every time for approval of DMRC Ltd. for making payments via RTGS/NEFT/ECS mode.
- 4.) After making payments, I/we shall also undertake to submit the details with payment confirmation before due date.
- 5.) I/we also understand that in case of non-compliances, it shall be considered as breach of agreement and action shall be taken as per the terms and conditions of license agreement.

Thanking you

**Name and designation
of authorized representative
of Licensee/ Party/ Company**

To be filled by DMRC Officials

On the request for the _____ (name of Licensee/ Party/ Company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in DMRC's authorized bank name and account No. to which payments to be made –Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003.subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in PB contracts every time seven (7) before due date for

approval of DMRC Ltd. and submission of confirmation of deposition of payments before the due date.

Dated: ____/____/____

Signature of Manager/AM-Property Business



RULES AND GUIDE LINES FOR -RELEASE OF ELECTRIC POWER

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of DMRC at station; availing power supply from outside agencies in DMRC is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available DMRC power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, licensees may however, provide UPS / Inverter at their cost if they so desire.
3. Underground metro stations are already air-conditioned and hence separate AC may not required. In underground stations, installation of window / split AC generally are not permitted, in case of A/C requirement tapping of connection from chilled water line shall be given on chargeable basis subject to availability of spare capacity with DMRC and DMRC reserve the right for releasing spare chilled water capacity to the licensee. BTU meter will be provided by licensee for charging the electricity of delivering tonnage to licensee by applying suitable conversion formula; The work regarding the air-conditioning which includes tapping the water from the DMRC chilled water pipe line, AHUs, FCUs and other necessary installation for air conditioning shall be done by Licensee. Generally the operating timing of chiller at underground metro station is from 0800 Hrs to 2130 Hrs. However, for elevated stations licensee may provide AC at his own cost conforming to detailed specifications attached at **Annexure-D**.
4. DMRC will attempt to provide electricity at the point nearest to location after getting application as per **Annexure-A**; licensee is required to undertake electrical work for extension of power from nominated source and as per cable layout plan released by Electrical O&M at the time of load sanction under DMRC supervision and complying all codal provisions listed DMRC specifications as per **Annexure C**, & upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).
5. DMRC provides power supply (Temporary/Permanent) up to leased premises on chargeable basis. Subject to completion of following work by the Licensee.
 - Supply and laying of cable including end termination of suitable size (rating suitable for allowable electric load) FRLS for RC section and LSZH cable for UG section (from source to nearest point) as per standard specifications.
 - Supply and fixing of meter box, energy meter with all necessary electrical safety equipment.
 - Licensee shall extend power supply from this Meter box at his own cost and work will be done by electrical contractor having a valid Electrical contractor certificate issued by Govt. of Delhi and NCR and shall provide installation test report as per **Annexure-B**. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises, **Annexure-C**. Licensee is also

- required to comply with necessary provision for fire safety in accordance with stipulations attached at **Annexure-E**. The work executed by licensee shall be inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract.
6. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, energy meter, can be taken back by licensee without damaging any of the connected DMRC accessories i.e. cable trays, and false ceiling etc.
 7. Temporary Power supply for fitment of leased area:
 - a) If licensee desires they may seek an electrical connection for carrying out fitment of leased area only for limited period. At the request of licensee, electrical O&M shall permit temporary electricity connection for fitment period. The electricity supplied during the period shall be charged as per the prevalent DISCOM guidelines for charges pertaining to temporary supply. The arrangement for availing temporary supply i.e. supply and installations of energy meters, cables, related switchgears etc.(as per DMRC specification at Annexure-C) shall be responsibility of the licensee. DMRC shall only provide the tapping point from where supply to be extended. In order to avail the temporary supply the Licensee shall give written request to Electrical O&M through concerned controlling department. DMRC shall provide a Temporary Load of minimum 1KVA or up to 2 KVA for every 100 sqm or proportionate with respect to of leased area. If the licensee desires to have excess load than specified above than excess power of 10 KVA may also be granted with the prior approval of Electrical/O&M.
 - b) If even after the completion of the fitment period if the licensee does not apply for permanent supply with all the electrical and fire safety compliances then maximum permissible time of 60 days shall be granted to the licensee on the previously approved temporary load. No extra load/Permanent load shall be granted till all the safety compliances are complied. After 60 days of the fitment period, PD/PB department shall ensure that no any commercial activity is further permitted till the compliances of the electrical and fire safety issues.
 8. Procedure for release of Permanent Supply: The permanent load shall be supplied normally at the rate of 0.2KVA/sqm of space licensed out in case of Underground station and 0.5KVA/sqm in case of elevated station. The excess power if required may be granted subject to availability of spare load with DMRC. The load shall be given after ensuring all safety compliance and completion of electrical and fire safety works as per Annexure-E in leased premises in all respect i.e, complying to the necessary stipulations as specified in these documents, other relevant contract documents, applicable standards and ensuring that work executed by licensee is aesthetically pleasant. Format of application for electric connection and lists of documents required is attached at Annexure-A
 9. TARIFF: Rate of electricity shall be charged from licensee which is applicable for concerned DISCOM from where DMRC is sourcing power.

Format of Application for Power Supply

<u>Name and Address of Licensee:-</u>			
S. No.	Items	Details	Remarks
1	Station Name		
2	Reference to allotment letter (Copy to be attached)		
3	Load Requirement		
4	Details of submission of Advance Consumption Deposited as per load		
5	Details of Cable installed along with earthing (Make and rating) Attach cable test report		
6	Details of MCCB/MCB installed (make and rating)		
7	Details of ELCB installed (make and rating)		
8	Details of MDI / TOD Energy meter installed (Make and rating)		
9	Attach Original Meter Test Report	Yes <input type="checkbox"/> /NO <input type="checkbox"/>	
10	Energy Meter Sealed, if Yes Meter Seal No.		
11	Please confirm whether lockable meter box with earthing has been provided and sealed by DMRC representative.	Yes <input type="checkbox"/> /NO <input type="checkbox"/>	
12	Attach Cable layout plan (released by Electrical O&M)	Yes <input type="checkbox"/> /NO <input type="checkbox"/>	
13	Attach Electrical Declaration on Rs.100/- Non-judicial Stamp paper As per Annexure - F or G.	Yes <input type="checkbox"/> /NO <input type="checkbox"/>	
14	Please confirm whether fire extinguisher have been provided with make & specification		
15	All debris, waste material have been removed from installation	Yes <input type="checkbox"/> /NO <input type="checkbox"/>	

Procedure

1. After ensuring completion of all electrical works as per stipulations and compliance of all safety requirements i.e. Fire safety, clearance by local fire service etc. Licensee shall apply for permanent connection to concerned PD / PB department in above form.
2. Electrical Department shall carry out inspection as per prescribed Performa at site and if found complied, permanent electric connection shall be released. Fire compliance depends on the size of PB/PD property premises, so detailed Fire inspection Performa is placed at **Table-2 (Annexure-A)**.
3. Before execution of electrical work, licensee shall get inspected it's all material form E&M supervisor and licensee shall submit all corroborated documents regarding specifications as mentioned in **Annexure-A**.

Electrical Installation Test Report

S.N.	Description	Details
1	Name & Address of the Licensee	
2	Location	
3	Shop / Unipay Payment (Kiosk) Machine / Stall No.	
4	Connected Load	
5	Energy Meter S. No. & Make (Manufacturer's test report is to be enclosed)	

It is certified that all the electrical work at above installation have been carried out in compliance to the IE rules, IE acts adhering to the safety norms, rules and regulations of DMRC & that of any other statutory body. All men and material and temporary earthing have been removed from our end & the installation is fit for energization.

I shall be responsible on behalf of Licensee for non-compliance of any of the above. Copy of my valid Govt. electrical contractor license is attached.

Seal & Signature of the Licensee

Seal & Signature of Electrical Contractor
(Holding Valid Govt. License)

SPECIFICATIONS FOR ELECTRICAL WORKS

1. Licensee is required to obtain prior approval of DMRC before carried out any work pertain to electrical & fire. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision electric till be borne solely by the licensee. The licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For Elevated station load up to 10 KVA shall given in single phase & in case of underground stations load upto 5KVA shall be given in single phase. Load above this it shall only be given in three phase. License is required to balance load at his end so that no unbalancing occurs at DMRC end.
3. Cables upto 6 Sq.mm. will be of copper conductor and above 6 Sq.mm. Aluminum conductor may be used. However in case of underground station use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth for the single phase, both for elevated and underground section of DMRC. For three phase load four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations 2 separate earth wire of 8 SWG copper conductor shall be used.
4. For, elevated stations all wires shall be FRLS. Cables shall be armored, XLPE, FRLS. In case of Underground, stations all wires and cables shall be armored XLPE, FRLSZH and conform to NFPA-70, and BS-6724 standard.
5. The meter along with MCB-& ELCB box will be metallic and without any holes. DPMCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per table-1
6. Use of any PVC material is not permitted in the underground stations.
7. Licensee will provide a separate protection for their electric requirement with proper discrimination with upstream breaker.
8. All materials specification must follow standards, codes and specification as specified in **Annexure-C, Table-I Annexure -C/I**.
9. In case, the licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when licensee pays necessary penalty as per DEREC norms and removes excess load. On the subsequent occasion, DMRC reserves the rights to revoke the license and forfeited the interest free security deposit.
10. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
11. Internal wiring of luminaries (Light Fittings) and Signage in signage's panel shall also be FRLSZH in case of UG stations.
12. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL - 94 standards on flammability of material.

Table: 1 -- Rating of Electric Items

	Power Requirement (KVA)	Rating of MCB (A, 10kA)	Rating of ELCB (A, mA)	Cable Size (Sq.mm.) DB to Licensee premises
	ELEVATED STATIONS	0 - 0.1	0.5	16, 30
0.1 - 0.2		1	16, 30	3 Core x 1.5
0.2 - 0.5		2	16, 30	3 Core x 1.5
0.5 - 0.7		3	16, 30	3 Core x 1.5
0.7 - 0.9		4	16, 30	3 Core x 1.5
0.9 - 1.2		5	16, 30	3 Core x 1.5
1.2 - 1.4		6	16, 30	3 Core x 1.5
1.4 - 2.3		10	16, 30	3 Core x 2.5
2.3 - 3.7		16	16, 30	3 Core x 4
3.7 - 4.6		20	25, 30	3 Core x 4
4.6 - 7.4		32	32, 30	3 Core x 6
7.4 - 9.2		40	40, 30	3 Core x 10
9.2 - 10.0	50	63, 30	3 Core x 16	
UNDER GROUND STATIONS	0 - 0.1	0.5	16, 30	3 Core x 4 Sq. mm Copper Conductor (for single phase)
	0.1 - 0.2	1	16, 30	3 Core x 4 Sq. mm Copper Conductor (for single phase)
	0.2 - 0.5	2	16, 30	3 Core x 4 Sq. mm Copper Conductor (for single phase)
	0.5 - 0.7	3	16, 30	3 Core x 4 Sq. mm Copper Conductor (for single phase)
	5.0 - 7.2	10	25, 30	4 Core x 6 Sq. mm Copper Conductor (for three phase)
	7.2 - 10.0	16	25, 30	4 Core x 6 Sq. mm Copper Conductor (for three phase)
	10.0 - 18.0	25	25, 30	4 Core x 10 Sq. mm Copper Conductor (for three phase)
	18.0 - 25.0	40	40, 30	4 Core x 16 Sq. mm Copper Conductor (for three phase)
	25.0 - 38.0	63	63, 30	4 Core x 25 Sq. mm Copper Conductor (for three phase)
	38.0 - 40.0	63	63, 30	4 Core x 38 Sq. mm Copper Conductor (for three phase)
	40.0 - 50.0	100	100, 30	4 Core x 50 Sq. mm Copper Conductor (for three phase)

Table: 2 Fire Safety measures

FIRE SAFETY INSPECTION CHECK-SHEET			
[For Kiosk / Shops area up to 250 m² inside station building]			
PD/PB Licensee: _____ Floor Area _____ Floors : _____ Station: _____			
Line: _____ Date: _____			
S N	CHECK POINT	OBSERVATION	REMARKS
KIOSKS (up to 100 m² area)			
1	Provision of fire extinguishers		
a	Up to 10 m ² : One ABC 2 Kg fire extinguishers m		
b	Above 10 m ² and below 50 m ² : One ABC 4 Kg fire extinguisher		
c	Above 50 m ² and below 100 m ² : One ABC 4 Kg fire extinguisher and one 9 ltr water type		
SHOPS (up to 250 m² area as integrated design part of metro station)			
1	Provision of fire extinguishers		
a	Up to 10 m ² : One ABC 2 Kg fire extinguishers		
b	Above 10 m ² and below 50 m ² : One ABC 4 Kg fire extinguisher		
c	Above 50 m ² and below 100 m ² : One ABC 4 Kg fire extinguisher and one 9 ltr water type extinguisher		
d	Above 100 m ² and below 250 m ² : Atleast two ABC 4 Kg fire extinguisher and two 9 ltr water type extinguisher		
2	Provision of smoke detector		
a	At true ceiling level provided by DMRC		
b	Below false ceiling provided by licensee and connected with station FACP		
c	Smoke detector/s available in each room		
3	Provision of sprinklers		
a	At true ceiling level provided by DMRC		
b	Below false ceiling provided by licensee and connected with station sprinkler line		
c	Sprinkler/s available in each room		
OTHER CHECK POINTS			
1	Any unsafe electrical works?		
2	Other applicable fire prevention, life safety and fire protection measures with respect to occupancy class is implemented ?		
3	Is good house-keeping practice followed ?		
Note: For bigger commercial spaces, i.e. More than 250 m ² area, joint inspection will be conducted on the basis state fire service's issued directives and approved plan for execution by licensee.			
DMRC Inspecting Officials Details:		Licensee Details:	
Sign : _____	Sign : _____	Sign : _____	
Name : _____	Name : _____	Name : _____	
Emp ID : _____	Emp ID : _____	Emp ID : _____	
Department : Fire Wing	Department : PD / PB	Licensee : _____	

List of Approved Makes

S. No.	Item	Approved Makes
1.	GI Conduit Pipes	BEC, AKG, NIC, Steel Craft -- ISI Marked or any reputed make with prior approval of E&M department of DMRC.
2.	GI Conduit Accessories	Confirming to BIS as per approved samples
3.	Copper Conductor FRLS , PVC insulated wires (IS: 7098)	National, Ecko, Cords Cables, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab or any reputed make with prior approval of E&M department of DMRC.
4.	Copper Conductor FRLSZH , insulated wires (BS-6724)	Polycab, Ducab Dubai, Cords Cables, KEI or any reputed make with prior approval of E&M department of DMRC.
5.	FRLS Cables (IS: 7098)	Fort Gloster, NICCO, Cords Cables, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal or any reputed make with prior approval of E&M department of DMRC.
6.	FRLSZH , XLPE Cables (BS-6724)	Polycab, Ducab Dubai, Cords Cables, KEI or any reputed make with prior approval of E&M department of DMRC.
7.	Switches & Socket outlets	Crabtree, Anchor, MDS, LK (Schneider) or any reputed make with prior approval of E&M department of DMRC.
8.	MCB, RCCB (ELCB)	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schneider or any reputed make with prior approval of E&M department of DMRC.
9.	Distribution Boards	L&T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schneider or any reputed make with prior approval of E&M department of DMRC
10.	Energy Meters with MDI/TOD (pre-paid)	L&T, Secure, Ducati or any reputed make with prior approval of E&M department of DMRC.
11.	Luminaries (only LED Lights use)	Philips / Schrader / Osram / Bajaj / Thorn / Crompton or similar with the prior approval of E&M department of DMRC.

Note: - DMRC reserve the right to set tested all material from any govt. lab and licensee shall be bear cost of third party testing.

Licensee is required to use only approved make as mentioned above. However in case of any difficulty for procurement of cable of above make, Licensee shall submit detailed catalogue, technical specification, test reports of alternate make for approval to Electrical O&M HOD, only after its approval the alternate makes shall be allowed.

SPECIFICATION OF AIR CONDITIONER

Split type air conditioners conforming to IS:1391(Part-2)-1992 with amendment No.1 fitted with hermetically sealed air compressor operating on refrigerant R-22 suitable for wall mounting and conforming to following specifications. Split AC shall be preferably five star rated. Approved names are Hitachi / O-general / Daikin / Carrier.

General Technical Requirements:-

1. Air conditioners shall be suitable for 230V, 50 Hz single phase AC supply, capable of performing the functions as Cooling, Dehumidifying, Air circulating and Filtering.
2. The air conditioners shall be fitted with hermetically sealed type suction cooled reciprocating or discharge cooled rotary compressor (as applicable), compressor unit operating on Refrigerant R-22 with suitable rated capacitor start electric motor. It shall be equipped with overload protection. These shall be mounted on resilient mountings for quiet operation. The compressor shall conform to IS: 10617 part (1)-1983 (amendment 1 & 2). Rotary compressor shall be covered by manufacturers test certificate.
3. The air conditioners shall be complete with automatic temperature control and cut - in and cut out etc. for temperature range 16 degrees to 30 deg. C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/- 1.75 deg. C. The Air conditioners may either be provided with adjustable step-less type mechanical thermostat or electronic thermostat as per IS: 11338:1985.
4. The filter pads provided shall be washable.
5. The cabinet of the evaporator unit and condensing unit shall be made from galvanized steel sheet of 1.0mm thick with galvanized coating thickness of 120 gm / sq. mtr and shall be provided with stiffness for robust construction and shall have rounded corners, steel parts/front panel etc. shall have stove-enameled finish preceded by undercoat of anti-corrosive primer paint phosphating and through cleaning-of the surface. Alternate methods of corrosion protection like plastic powder coating, electrostatic painting are also acceptable in lieu of stove enameled finish.
6. Overall power factor of the unit shall be at least 0.85 at capacity rating test -conditions.
7. Maximum power consumption of the split air conditioners shall be at capacity rating test conditions.
8. Galvanized sheet shall conform to IS:277/2003.
9. Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 5 mtrs. length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.
10. Refrigerant used shall be Freon-22.
11. Inbuilt protection in IDU against electrical faults shall be provided. Compressor current shall not flow through Indoor units.
12. The indoor units made of ABS/HIPS shall be of flame retardant and impact resistant life. ABS/HIPS indoor unit cabinet shall pass inflammability test— requirement for Grade V 0 as per UL-94. For impact resistance the unit duly packed, when dropped from a height of 1 Mtr. shall show no damage.
13. Display shall be LED/LCD and provided on indoor unit or on Handset or on both. These displays shall be selectable.
14. Remote control (Cordless) shall be provided with one On/Off timer, selecting Fan speed (Three speeds) and setting up of-temperature.

15. Installation of pipes, Insulation and cables beyond 6Mtrs, if required:
- i) Suction line copper pipe of 0.70mm thickness.
 - ii) Liquid line copper pipe of 0.70mm thickness.
 - iii) Expanded polyethylene foam or other suitable insulation tubing for suction line copper pipe.
 - iv) Drain pipe (15mm dia flexible PVC pipe).
 - v) Suitable capacity 2 core PVC insulated copper wire 2.5mm to electrically connect both the units with each other.
16. Installation: Location of ODU is to be finalized after approval from DMRC. The installation at site shall comprise the following work:
- (i) Mounting/Fitting indoor & outdoor units at the respective locations.
 - (ii) Laying refrigerant—piping and connecting both the units after drilling hole/holes in the wall, if required. The thickness of the copper tubing shall not be less than 0.70mm.
 - (iii) Insulating the suction pipe with expanded polyethylene foam 5mm tubing or other suitable.
 - (iv) Laying 15mm drain pipe to throw out the condensate water being formed in the indoor unit and connecting it to station drain.
 - (v) Leak testing the entire system.
 - (vi) Charging Refrigerant-gas in the unit.
 - (vii) Suitable electric wiring between indoor and outdoor, upto switch AT location of indoor unit. Switch/Socket/Plug are also included.

Fire Safety Requirements

Kiosks: This category includes ATMs, Retails Outlet provided as bare space for a maximum area of 100 Sq m. Under this category, only fire Extinguishers are required is detailed in below in Table--1

TYPE & SPECIFICATAION: BIS approved stored pressure extinguisher as per IS 15682:2006 and of type 'A', 'BC' or 'ABC' conforming to risk protection as per IS 2190:1992. (Kg and Liters can be converted in same ratio i. e. 5Kg = 9 Liters) Extinguishing medium inside extinguishers must be of their respective approved IS specification and of capacity:-		
AREA		
Up to 10 Sq. m.	Above 10Sq. m. and below 50 Sq. m.	Above 50 Sq. m. and below 100 Sq. m.
One Fire Extinguisher of 2 KG capacity	One Fire extinguisher of 4 KG capacity	Two Fire extinguishers, one of 5 KG and another of 9 Liters Water Type

The existing shops up to an area of 250 Sq. m. are integrated design part of a Metro Station. In addition to other Fire Safety measures each shop is to be provided with Fire Extinguisher as per **Table-2.**

For Shops of area above 100 Sq. m. and less than 250 Sq. m., fire Extinguishers of capacity 10 KG and another of 18 Liters Water, these should be distributed in at least four units at two places remote to each other.

For bigger spaces, Licensee is required to obtain details of recommended suppression and detection system from DMRC in the beginning.

Declaration

[For Elevated Stations - On Non Judicial Stamp Paper of Rs. 100/-] (Duly notarized)

I _____, son/daughter/wife of _____ Resident of _____ (hereinafter referred to as the “Bidder”, which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

OR

_____, a company incorporated under the provision of the Companies Act 1956, a sole proprietorship, a partnership having its registered office at _____ (hereinafter referred as “Bidder”, which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

That the Bidder is an occupant of the premises no. _____ at _____ having taken the premises from DMRC on the terms and conditions agreed to with DMRC which include that DMRC may supply electricity as a part of the lease or license of the premises, based on the commercial arrangement.

The Bidder has requested the DMRC to provide an electricity connection at the above-mentioned premises in the Bidder’s name for the purpose mentioned in the application form.

The Bidder hereby agrees and undertakes:

1. That the Bidder desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission’s Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. That the Bidder shall have no objection for the DISCOMs to carry out Inspections of the Bidders’ Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Bidder for Attention/Compliance.
3. That DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Bidder, if the Bidder is in default of payment of the due charges.
4. That the Bidder shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly./Bi-monthly Bill. Licensee shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Licensee to recalibrate the Energy Meter whenever considered necessary.
5. That all or any taxes/duties, as may be levied on the supply of electricity to the Bidder by DMRC, shall be paid and borne by the Bidder.

6. That the Bidder agrees that DMRC would accept an application from the Bidder for reduction in load only after two years from the original sanction. All applications for load enhancement by the Bidder would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. That DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. That all the electrical work done within the Bidder's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Bidder on this account. Further, the Bidder agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the Bidder, all the loss shall be borne by the Bidder.
9. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Bidder.
10. To indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Bidder.
11. To be bound by DMRC's conditions of supply, and all applicable acts and rules.
12. That DMRC shall not be responsible for any interruption/diminution of supply.
13. Others :
 - 13.1 Licensee shall have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the Bidder. The meter shall sealed by DMRC, either within the premises of the Bidder or at a common meter room/board. Bidder shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety (if installed within his premises).
 - 13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the Bidder.
 - 13.3 Only FRLS/FRLSZH (as applicable) cable of required size shall be used for tapping off supply from DMRC fixed supply to Licensee premises in rigid GI Conduit pipe.
 - 13.4 Licensee shall also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing/caping. The Licensee shall use FRLS/FRLSZH copper/aluminum wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per DMRC's approval).
 - 13.5 DMRC shall provide Power Supply of single phase, 230V, 50Hz for a max.

- connected load up to 10kW, Electrical load requirement exceeding 10 KW shall be given on 3-phase, 415V, 50Hz subject to availability.
- 13.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
 - 13.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee shall only be the permitted to use standby UPS/Inverter system shall also be taken as a part of total connected load.
 - 13.8 The Total Demand Load & Total Connected load shall be treated as same. Licensee shall have to pay applicable demand charges as per the Total Connected Load Only.
 - 13.9 Licensee shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 Lux in any case.
 - 13.10 Licensee shall use reputed Brand/make Electrical wiring and switch gear items. The Electrical Contractor/agency at Licensee's cost shall carry the entire work. DMRC's representative may inspect and supervise the work.
 - 13.11 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the Bidder shall be submitted by the Licensee. Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
 - 13.12 Licensee shall not be allowed to provide Room Heating appliance of any kind.
 - 13.13 The power shall be supplied normally at the rate of 0.5 KVA/Sq.Mtr. of space licensed out. Minimum load to be given shall be 1 KVA on which the demand charges as applicable shall be paid by the Licensee. The excess power if required may be granted subject to availability of spare load with DMRC.
 - 13.14 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection shall be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit after adjustment of all dues what so ever.
 - 13.15 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, suitable action shall be taken to respective State Electricity Act.
14. That the Bidder shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Bidder's premises.
 15. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purposes.

16. That the supply shall not be extended/sublet to any other premises.
17. That the Bidder's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Bidder's premises.
18. That DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Bidder, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
19. That DMRC shall be at liberty to transfer the dues remaining unpaid by the Bidder, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Bidder's name.
20. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
21. That DMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority(ies)/court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Bidder undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
22. That all details furnished in this Requisition form are true to the Bidder's knowledge. If any information is found incorrect at a later date, the company shall have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.
23. The Bidder acknowledges and accepts that the relationship of the Bidder with DMRC is not that of a consumer and a Licensee but that of a commercial arrangement where the Bidder has taken on lease/license premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.

The Bidder further agrees that this declaration given by him shall be construed as an agreement with the DMRC to the above effect.

Date:

Place:

Signature of Bidder
(Full name)

Signed and delivered in the presence of:

Witness 1

Signature _____

Full Name _____

Complete Address _____

Phone No. _____

Witness 2

Signature _____

Full Name _____

Complete Address _____

Phone No. _____

List of Documents to be submitted along with Declaration

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the Bidder.
2. Proof of allotment of the space/area leased out by DMRC in the form of the following:
 - a) Allotment/possession letters, Lease deed
 - b) General Power of Attorney together with proof of ownership of the executor.
{Applicable in case of company}



DECLARATION

[For Under Ground Stations - On Non judicial stamp paper of Rs. 100/-] (Duly notarized)

I _____, son/daughter/wife of _____ Resident of _____ (hereinafter referred to as the “Bidder”, which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

OR

_____, a company incorporated under the provision of the Companies Act 1956, a sole proprietorship, a partnership having its registered office at _____ (hereinafter referred as “Bidder”, which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

That the Bidder is an occupant of the premises no. _____ at _____ having taken the premises from DMRC on the terms and conditions agreed to with DMRC which include that DMRC may supply electricity as a part of the lease or license of the premises, based on the commercial arrangement.

The Bidder has requested the DMRC to provide an electricity connection at the above-mentioned premises in the Bidder’s name for the purpose mentioned in the application form.

The Bidder hereby agrees and undertakes:

1. That the Bidder desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission’s Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. That the Bidder shall have no objection for the DISCOMs to carry out Inspections of the Bidders’ Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Bidder for Attention/Compliance.
3. That DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Bidder, if the Bidder is in default of payment of the due charges.
4. That the Bidder shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly./Bi-monthly Bill. Licensee shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Licensee to recalibrate the Energy Meter whenever considered necessary.
5. That all or any taxes/duties, as may be levied on the supply of electricity to the Bidder by DMRC, shall be paid and borne by the Bidder.

6. That the Bidder agrees that DMRC would accept an application from the Bidder for reduction in load only after two years from the original sanction. All applications for load enhancement by the Bidder would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. That DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. That all the electrical work done within the Bidder's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Bidder on this account. Further, the Bidder agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the Bidder, all the loss shall be borne by the Bidder.
9. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Bidder.
10. To indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the bidder.
11. To be bound by DMRC's conditions of supply, and all applicable acts and rules.
12. That DMRC shall not be responsible for any interruption/diminution of supply.
13. Others
 - 13.1 From the DMRC DB to main MCB / MCB of shops only XLPE insulated armored copper conductor FRLS/ LSZH (as applicable) cables shall be used. Licensee shall have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the Bidder. The meter shall be installed and sealed by DMRC, either within the premises of the Bidder or at a common meter room/board (Common meter room is locked & key, access is not permitted to licensee). Bidder shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
 - 13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the Bidder. Approval shall be taken from DMRC O&M wing. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damage, compensating or any other consideration what so ever on account of time and cost associated in making provision of electricity.
 - 13.3 That the use of any PVC material is not permitted in the underground stations.
 - 13.4 Licensee shall also do wiring within his shop/stall/KIOSK by using GI conduit. The Licensee shall use FRZHL copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per DMRC's approval).

- 13.5 DMRC shall provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10 KW, Electrical load requirement exceeding 10 KW shall be given on 3-phase, 415V, 50Hz subject to availability.
- 13.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
- 13.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee shall only be the permitted to use standby UPS/Inverter System with maintenance free battery. The Load of such standby UPS/Inverter system shall also be taken as a part of total connected load.
- 13.8 The Total Demand Load & Total Connected load shall be treated as same. Licensee shall have to pay applicable demand charges as per the Total Connected load only.
- 13.9 Licensee shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 Lux in any case.
- 13.10 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the Bidder shall be submitted by the Licensee.
- 13.11 Fire Extinguisher: Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
- 13.12 Licensee shall not be allowed to provide Room Heating appliance of any kind.
- 13.13 The power shall be supplied normally at the rate of 0.2 KVA/sq. m. of space licensed out. Minimum load to be given shall be 1 KVA on which the demand charges as applicable shall be paid by the Licensee. The excess power if required may be granted subject to availability of spare load with DMRC.
- 13.14 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection shall be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit after adjustment of all dues what so ever.
- 13.15 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, suitable action shall be taken as per respective State Electricity Act.
14. That the Bidder shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Bidder's premises.
15. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purpose.
16. That the supply shall not be extended/sublet to any other premises.

17. That the Bidder's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Bidder's premises.
18. That DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Bidder , in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
19. That DMRC shall be at liberty to transfer the dues remaining unpaid by the Bidder, after adjusting the advance consumption deposit, to other service connection(s) that may stand in the Bidder's name.
20. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.
21. That DMRC shall be entitled to disconnect the service connection under reference in the event of any default and/or non-compliance of statutory requirements and/or in consequence of a legally binding order by statutory authority(ies)/Court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Bidder undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
22. That all details furnished in this Requisition form are true to the Bidder's knowledge. If any information is found incorrect at a later date, the company shall have the right to withhold /disconnect supply, as the case may be, and forfeit the advance consumption deposit.
23. The Bidder acknowledges and accepts that the relationship of the Bidder with DMRC is not that of a consumer and a Licensee but that of a commercial arrangement where the Bidder has taken on lease/license premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.
24. The Bidder further agrees that this declaration given by him shall be construed as an agreement with the DMRC to the above effect.

Date:

Place:

**Signature of Bidder
(Full name)**

Signed and delivered in the presence of:

Witness 1

Witness 2

Signature_____

Signature_____

Full Name_____

Full Name_____

Complete Address _____

Complete Address_____

Phone No._____

Phone No._____

List of Documents to be submitted along with Declaration

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the Bidder.
2. Proof of allotment of the space/area leased out by DMRC in the form of the following:
 - a) Allotment/possession letters, Lease deed
 - b) General Power of Attorney together with proof of ownership of the executor.
{Applicable in case of company}



Annexure-V

Material Specification for renovation/ refurbish of premises

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
1	VITRIFIED TILES	Kajaria
		H&R Johnson (India)
		Naveen
		Somany
		Orient
		R K Ceramics
		Restile Ceramics Limited
		Asian Grando India Ltd
		Oasis (Maaarbomax Group)
		Euro Tiles
		Oracle Granito Limited (Marbita Vitrified Tiles)
		Nitco
		2
Bell Ceramaics		
H&R Johnson (India)		
Mitco		
Regency Ceramics Ltd		
Somany		
Orient		
Kanzai Ceramic		
Raja Tiles		
Mridul Enterprises		
Italia		
Euro Tiles		
Hindustan Tiles		
3	TERRAZZO TILES	Nitco
		Hindustan Tiles
4	TACTILE	Pelican Ceramic Industries Pvt Limited
		UniStone Products (India) Pvt Ltd
		NimcoPretab Ltd
5	PVC FLOORS	Armstrong World Industries (India) Pvt Ltd
		Gerfloor India

		Tarken
		VeeKayPolycoats Limited
6	RAISED FLOORS	Hewelson/KingspanAccess Floors
		United Access Floors/United Insulation
		Uniflair
		Unifloor
		Acons
7	WOODEN FLOORS	Armstrong World Industraies (India) Pvt Ltd
		Action Tesa (Action Buildwell)
		Pergo
8	PU COATAED FLOORS	Cipy Polyurethanes
		H C Associaates
		Pidilite
		Shalimar Paints
		Sika
9	GRC PAVING TILES	Unistone
		Nimco Prefab
		Hindustan Tiles
10	PAVERS & CHEQUERED TILES	UniStone Products (India) Pvt Ltd
		CCC Builders Merchant Delhi Pvt Ltd
		Nimco Prefab
		Hindustan Tiles
		Terra Firma (Now Terra Firma GRC & Concrete Industries)
		Nilco
		Hindustan Tiles
		Uttra Tiles
		OrasieGranito Limited (Marbito Vitrified Tiles)
11	MOSAIC TILES	Bisazza (Glass Mosaic Tiles)
		Mirdul Enterprises
		Italia
		Kenzai
		Opio
		Eon Ceramics
12	EMULSION PAINTS	ICI Dulux

		Modi Industries
		Acro Paints
		Asian
		Berger
		Nerolac
		Jenson & Nicholson
		Kamdhenu Paints
		Shalimar Paints
		Sherwin Williams Paints
13	SYNTHETIC ENAMELS	ICI Dulux
		Acro Paints
		Asian
		Berger
		Nerolac
		Jenson & Nicholson
		Kamdhenu Paints
		Shalimar Paints
		Sherwin Williams Paints
14	TEXTURE PAINTS	Spectrum
		Unitjile
		Barkelite Hylam (Surface Texture Division)
		"Heritage" Paints
		Texfin Products (M/s Niko)
		Acro Paints
		Birla
		ICI Dulux
		NCL AL TEK
		Kamdhenu Paints
		Bizzar
		Sherwin Williams Paints
15	POL YURETHANE PAINTS	MRF Paints
		Nerolac
		H C Associates
		Modi Industries Ltd (Paint Section)
16	WALL CARE PUTTY	J.K. White
		Unistone
		Birla (Aditya Birla Group)
		Shalimar Paints
		Gyproc Wall Putty (Saint Gobam)

17	GLASS (Float / Toughened)	Float Glass India Ltd (Asahi float)
		Asahi Float (AIS)
		Modigaurd
		Glaverbel
		Saint Gobain
		Sejat
18	STRUCTURAL GLAZING FABRICATORS	PERMASTEELISA (INDIA) PRIVATE LIMITED
		Alufit (INDIA) Pvt Ltd
		SP Fabricators Pvt Ltd
		Alpro India
		Ashoo Decore (India) Pvt Ltd
		Innovators
		Façade India Testing Inc
19	ALUMINIMUM COMPOSITE PANEL	AlucoBond
		Reynobond Marketed through Kawneer India Stockists HECTAFINE CONSTECH INDIA PVT LTD)
		ALPOLIC (A Mitsubishi product)
		Alsgtrong
		Alex Panels
		AL STONE INTERNATIONAL
		Aludecor Lamination Pvt Ltd
		Alupan Composite Panels Pvt Ltd
20	GRC PRODUCTS (GARC Screen Panels etc.)	UniStone Products (India) Pvt Ltd
		Hindustan
		TERRA FIRMA GRC & CONCRETE Industries
21	WAX PLASTER	Unitile India Pvt Ltd
		Oikos India Pvt Ltd
		Acro Paints
22	GYPBOARD CEILINGS	Gyproc (Saint Gobain)
		Lafarge Boral Gypsum

		India Pvt Ltd
23	CALCIUM SILICAATE BOARD	Promat
		Hilux
		Acon Pan
		Aeroline
24	SS MS / GI POWDER COATED CEILING	Hunter Douglas
		Armstrong
		Durfum
25	ADHESIVES FOR TILES	Pidilite
		Araldite (Huntsman Advanced Materials
		Toyo Ferrous Crete (P) Ltd
		SumanyEzy Grout
		MYK Laticrete
		Maper
		Unistone Ultimate Tile Adhesive
26	TILE JOINT FILLER	Bal Adhesives and Grouts
		"Roff Rainbow Tile mate" of Roff Construction Chemicals Pvt Ltd
		Winsil 20/ malibu-tech
		Silicon Sealant of GE Bayer Silicone
		"Zentrival FM" of MC-Bauchemie (India) Pvt Ltd
		MYK Laticrete
		Toyo Ferrous Crele (P) Ltd
		Mapei
		Unistone Super Grout
27	POLY SULPHIDE SEALANTS	Pidilite
		STP Limited
		Sika
		CICO
		BASF
		FOSROC
28	SILICONE SEALANTS	SWC
		GE Bayer Silicones
		Dow Corning
		Sika

		McCoy Soudat
29	SILICON WATER REPELLANT SOLUTION	GE Bayer Silicons
		Metroark
		STP Limited
		MC Bauchemnic
		Choksey Chemicals
30	POL YURETHANE SEALANTS	3M
		SIKA
		McCoy Soudal
31	PLYWOOD	DuroplySharda Ply Wood Industries
		Century Ply
		Kitply
		Green Ply wood
		Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)
		SwastikPlyboard Ltd (Swati Plyboard)
		Merino
32	BLOCKBOARD	Duroply-Sharda Ply wood Industries
		Century Ply
		Kitply
		Green Ply wood
		Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)
		Merino
		33
Formica Corporation		
Sundek International Decorative Laminates		
BAKELITE HYLAM LTD		
Greentam Asia Pacific Pvt Ltd		
Merino		
Virgo Lam (M/s Virgo Industries)		
34	PRE-LAMINATED PARTICLES BOARD	Novopan (GVK Group)
		Ecoboard

		Action Tesa (Action Buildwell)
		Bhutan Board
35	FLUSH DOORS	Kanchan Ply
		SwastikPlyboard Ltd (Swati Plyboard)
		Kutty's
		Diamond Flush Doors/Star Metal Forms P Ltd
		RaaVeeta
		Alpro Panels
36	COMPACT LAMINATION DOORS	Merino
		Greenlam Asia Pacific Pvt Ltd sturdo rest rooms and cubicals
		Green Ply wood
37	PRESSED STEEL DOOR FRAMES	Agew Steel Manufactures Pvt Ltd
		SenHarvic Windows Private Limited
		Oaynus
38	FIRE DOORS	Signum Fire Protection (I) Pvt Ltd
		Godrej & Royce Manufacturing Company Limited
		Radiant Fire Protection Engineers Pvt Ltd.
		NAVAIR International Ltd
		Sehgal&Sehgal
		ShaktiMet
39	SANITARYWARAE	Hardware
		Cera
		Roca
		Pafrryware
		Euro
		Somany
40	SANITARY & BATH FITTINGS	Mayur/Othello
		Jaquar and Company Pvt Ltd
		Kohler
		Kingsion (Plastocraft

		Sanitary India Pvt Ltd
		Cauret
		Marc
41	FRAMELESS GLASS PARTITION FIXTURES	Dorma
		Hafele
		Dorset
		Dline
		Insta Hardware
		Hardwya
42	SPIDER FITTINGS/PATCH FITTINGS	Ozone
		Kitch
		Dunex
		Dline
43	ANCHOR FASTENERS	Hilti India
		BOSCH FISCHER
		Canon Fasteners
		Axel
		Boun Group
44	STONE GLADDING CLAMPS	Hilti India Pvt Ltd
		BOSCH FISCHER
		Canon Fasteners
		Boun Group
45	DOOR HARDWARE	Dorma
		Hafele
		Dorset
		Dline
		Hardwyn
		Ozone
		Heffich India Pvt Ltd
46	DRAINAGE PIPES	TirupatiPlastomatics
		Duraline
		Rex
47	DUCTILE IRON PIPES	Electro steel
		Jindal (Hissar)
48	CAST IRON (A) S/S PIPES & FITTINGS (IS:1536) Kesoram	Kesoram
		KDPL
		NECCO
		HEPCO
49	GI & MS PIPES (IS: 1239 PART I & II, IS: 3589)	Jindal (Hissar)
		Surya
		SwastikPlyboard Ltd (Swati Plyboard)
		Prakash

50	GI FITTING MALLEABLE (IS: 1879 PART 1 TO X)	Zoloto
		Unik
		"R"
		KS
		DRP
51	UPVC PIPES & FITTINGS (IS: 4985-1981)	Finolex
		Supreme
		Prince
		Polypack
		Jindal Plast (India)
52	CPVC PIPES & FITTINGS	Flowguard - Astral
		Ajay
		Ashirwad
53	STONEWARE PIPES 7 GULLY TRAPS (IS:651)	Perfect
		Anand
		R.K.
		Priya
54	RCC DSPIPES (IS:458)	Pragati
		Jain Spun
		Daya Spun
		Usha
55	COPPER PIPES & FITTINGS	Mehta Tubes
		Rajoo
		Maxflow
56	HOPE PIPES & FITTINGS	Gebreti
		Reliance (hasti)
		Nosif
57	STAINLESS STEEL PIPES	Remi
		Jyooti Apex
		Kamdhenu
58	PPR PIPES & FITTINGS	Supreme
		Prince
		Uro-Allwin
59	POLYBUSYLENE (PB) PIPES & FITTINGS	Georg Fischer
		Flexalen
60	MODIFIED BITTUMINOUS MEMBRANE ROOF WATERPROOFING	Multiplas Standard of Integrated Waterproofing Membrance Limited / SUPER THERMOLAY/POLYFL EX of STP Limited
		"LOTUS-3" of the Structural Waterproofing

		Co. Limited
		Sika
		Kemco
		Kryton Buildmat
		MBT
		FOSROC
61	INTEGRAL CRYSTALLINE WATERPROOFING METHOD	KrytonBuildmat
		Penetron
		Mapei
		Vandex International Ltd
62	POWDER COATINGS	Berger
		Nerocoat
		Jenson & Nicholson
		Jatun
		Radiant anodisersPvt Ltd
63	ALUMINIUM SECTIONS	Hindustan Aluminium
		Jindal Aluminium Ltd
		Bhoruka
		Bharat Aluminium Company Limited/vedanta BALCO
		Hindalco
64	HOLLOW SECTIONS, PIPES	Surya Pipes
		Hi - Tech pipes
		JSW
		JSPL
		Bihar (Bihar Tubes Ltd)
65	M.S. TUBES/ SECTIONS	Tata Metal
		Liyod Metal
		NSL Limited
		Bihar Tube Ltd
		Swastik Pipes Ltd
		JSW ISPAT
		Rana
66	SS WORKS	Dharam Industries (FABRINOX)
		Ozone
		Jindal Stainless (JSL)
67	ROOFTING SHEETS	Roof fit (Fibre Glass Roofing, Metal Roofing, galvalume Sheets)
		Wonder sheets (3 layer - UPVC Wonder Sheets)

		Pro)
		I Loyd Insulations India Limited
68	METAL ROOFS	"TRACDEK" Interarch Building Products Pvt Ltd (Metal Roofing Sheet)
		TATA Bluescope (Metal coated and Pre-painted Sheets " Zinalume" "Colortionedd")
69	POLYCARBONAIC SHEETS	"Lexan" (SABIC Innovative Plastics) Danpalon
70	TENSILE FABRIC	Fenan
		Mehler

Annexure-VI

Handing Over Note

Date: __/__/____

Shop/Space measuring..... x = sqm, at Metro Station (Shop No./ Location of the Shop may be added).....is handed over to the Licensee, through Shri.....of M/s office at.....on.....(date).....at(time),in the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

Licensee hereby acknowledge the receipt and assumes all responsibility of the above described site, as provided in the License Agreement, from the date and time stated above.

Licensee

Property Business Wing

Electrical & Maintenance

Civil & Structure

Station Manager/Station Controller

Annexure-VII

Taking Over Note

Date: __/__/____

Vacant possession of the Shop/Space No. measuring*.....=..... Square meter at Metro Station is taken over by Station Manager/Station Controller on(Date).....(Time) from the Licensee Through Sh./Smt./M/s in the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

Licensee

Property Business Wing

Electrical & Maintenance

Civil & Structure

Station Manager/Station Controller

Annexure-VIII

**Format of Bank Guarantee
(For submission of Interest Free Security Deposit/ Performance Security)
(The Bank Guarantee shall be valid for at least three year)**

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks from/ payable at _____, (New Delhi) only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ dated _____

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Head / Registered office at _____ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of

The Delhi Metro Rail Corporation Limited (hereinafter called “DMRC”), having its office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110 001, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

WHEREAS: -

1. DMRC, with a view to augment its revenues through non-operative measures, has licensed commercial space _____ to _____ (hereinafter called “Licensee”).
2. DMRC has agreed to provide to the Licensee, commercial space on “as is where is basis” in accordance to LOA No. _____ dated _____.
3. Therein after referred to as commercial space licensing activities, on payment of License Fee to DMRC on the terms and conditions hereunder contained in this License Agreement.
4. This License is for a period of _____ years from the date of commencement of License period, unless otherwise terminated/surrendered earlier or extended further.
5. The offer submitted by M/s _____ having their registered office at _____ has been accepted by DMRC vide LOA No. _____ dated _____.

6. As per the terms of the above mentioned LOA, the licensee has been selected for licensing of commercial space at _____ for the duration of the License.
7. The Licensee is also required to make payments of license fees & other dues as per contractual obligations and applicable taxes to DMRC.
8. The Licensee is required to also bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement.
9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only) as a part of Interest free security deposit which is equivalent to _____ months license fee for commercial space at _____, as security for the performance and fulfilment of all its responsibilities and obligations as per the license agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of DMRC.
10. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of DMRC for the due payment of Rs. _____ (Rupees _____ only).

NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:--

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to DMRC an amount not exceeding Rs. _____ (Rupees _____ only), on the same working day of receipt of a written demand from DMRC, calling upon the Guarantor to pay the said amount. For the purpose of this clause, any letter making demand on the Bank by DMRC dispatched by Registered Post with Ack. Due or by any Electronic means addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reached the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.
2. The Guarantor agrees that DMRC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of DMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between DMRC and the Licensee or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The scheduled commercial Bank issuing the above Bank Guarantee confirms that it is on the SFMS (structured financial messaging system) platform, and it will invariably send a separate advise of the BG to the designated bank of DMRC, through SFMS.

3. Any such demand made on the Guarantor by DMRC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee will be honored by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.
4. This Guarantee shall be irrevocable, valid and remain in full force until (Period of expiry) or till the end of 6 (Six) month after completion of the the License Period or for such extended period as may be desired by DMRC, and as conveyed by DMRC to Bank.
5. In such case of renewal, the Guarantor shall renew the Bank Guarantee, sixty days prior to the expiry of validity of the Bank Guarantee and the process for extension of the Guarantee would be repeated till period of License Agreement is exhausted. Failure to extend the validity of Bank Guarantee at least sixty days prior to the expiry date of Bank Guarantee would lead to encashment of this Bank Guarantee as per the concept of extend or pay.
6. For last year of License period, the Licensee shall submit the Bank Guarantee valid for remaining License period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and encashed by DMRC without any prior notice to the Licensee.
7. This Guarantee shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by DMRC after the expiry of the License Period subject to fulfilment of all handover requirements by the Licensee, to the satisfaction of DMRC and further subject to adjustment for all damages suffered by DMRC.
8. This Guarantee is unconditional and irrevocable during the currency of BG till such time DMRC discharges this Guarantee by issuing a letter to the Guarantor in this behalf.
9. The Guarantor undertakes to pay the amount mentioned herein as Principal debtor and not a surety and it shall not be necessary for DMRC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that DMRC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.
10. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise

/ delayed exercise of any of its rights by DMRC against the Licensee or any indulgence shown by DMRC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of DMRC or any indulgence by DMRC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.

11. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.
12. The Bank agrees that DMRC at its option shall be entitled to enforce this guarantee during its currency against the Bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that DMRC may have in relation to Licensee's liabilities.
13. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
14. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
15. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of the courts at Delhi.
16. Partial and Multiple drawings/withdrawals are permitted under this Bank Guarantee.
17. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee.
18. This guarantee shall come into effect forthwith and shall remain in force upto _____ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC's prior consent in writing.
19. Notwithstanding anything contained hereinabove:
 - a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only).
 - b) This Guarantee shall remain in force up to _____.
 - c) Unless the demand/claim under this guarantee is served upon us in writing on or before _____ all the rights under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

IN WITNESS WHEREOF THE GUARANTOR HAS EXECUTED THIS GUARANTEE ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED THROUGH ITS DULY AUTHORISED REPRESENTATIVE.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name: _____

Designation: _____

I.D. No.: _____

Stamp/Seal of the Bank: _____

Signed, sealed and delivered

For and on behalf of the Bank

By the above named _____

In the presence of:

Witness-1

Signature _____

Name _____

Address _____

Witness-2

Signature _____

Name _____

Address _____